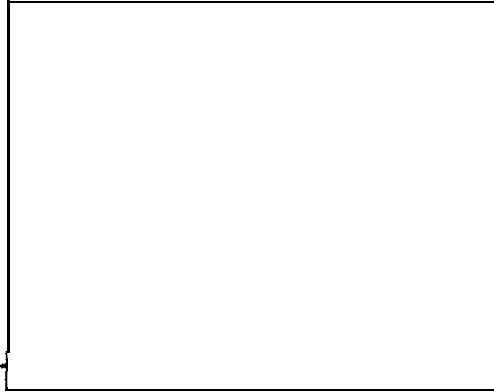


POLICY MANUAL

ORIGINAL



ORIGINALLY EFFECTIVE AUGUST 1, 1982  
AMENDMENTS THROUGH JANUARY 10, 2001  
EFFECTIVE JANUARY 1, 2002

APPROVED FOR FILING
DECISION #: <u>64293</u>

# ORIGINAL

EFFECTIVE DATE

January 1, 2002

**LIST OF FEES AND CHARGES  
CONTAINED IN POLICY MANUAL**  
(See Sections denoted for full explanation)

<u>SECTION</u>	<u>DESCRIPTION</u>	<u>FEE</u>
2.55	Reconnection Fee During Regular Service Hours. . . . .	\$70.00
2.55	Reestablishment Fee During Regular Service Hours.. . . .	90.00
2.55	Relocation or Upgrade of Service Facility that requires two (2) trips to service location during Regular Service Hours. . . . .	<b>50.00</b>
2.55	Relocation of Service Wires and Meter for Temporary to Permanent Location during Regular Service Hours.....	75.00
2.55	&	
2.56	Service Calls pursuant to 2.55.A and After Regular Service Hours: .....	Actual Labor, Material, Equipment & Administrative Costs as Established by Cooperative Plus Average Cost Per Mile
2.57	Establishment Fee .....	25 .00
2.57	Service Fee for Each Additional Service or Location Change to New Service Address .....	25.00
2.57	Service Connection Callbacks.. .....	25.00
2.57	Service Violation Fee (First Violation). .....	100.00
2.57	Service Violation Fee (Additional Violations). .....	150.00
2.59	Special Meter Readings (Check Readings). .....	25.00
2.72	NSF Fee.. .....	5.00
2.74	Late Payment Interest Fee.....	1.5%
2.82	Field Collection re Delinquent Accounts.....	25.00
3.01	Meter Test Fee .....	35.00
4.60	Temporary and Doubtful Permanency Service.....	Estimated Labor, Material, Equipment & Administrative Costs as Established by Cooperative Plus Average Cost Per Mile

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## SECTION 6.00 • APPENDIX

Note - All Exhibits are for illustrative purposes and may be amended or eliminated by the Cooperative from time to time.

- EXHIBIT "A" - Application For Membership and Electric Service
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- EXHIBIT "D" - Engineering Survey Contract
- EXHIBIT "E" - Agreement for Purchase of Electric Service
- EXHIBIT "F" - Agreement for Purchase of Three Phase Power
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- EXHIBIT "S" - Authorization to Connect Services
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## SECTION 1.00 FOREWORD

Navopache Electric Cooperative, Inc. was formed in 1946 as a nonprofit **customer-owned** and managed enterprise to make electric service available at the lowest possible cost for the mutual benefit of all its members. In the continuing spirit of that original objective, this Policy Manual is designed to set forth the most common rules and regulations governing the supply and safe use of electric service consistent with equitable treatment for individual customers, the fiscal integrity of the Cooperative and efficient management in the best interests of all the Cooperative's customers.

The following sections concern policies, regulations and standards by which the Cooperative is committed to render electric service to its customer. This Policy Manual does not attempt to set forth all rules, regulations and policies governing the Cooperative's relationship with its members and customers. For example, the Arizona Corporation Commission and New Mexico Public Regulation Commission have rules and regulations governing the provision of electric service. Complete copies of Cooperative Articles, Bylaws, Rate **Schedules**, Board Policies, Service Entrance and other specifications and the Service Conditions and **Extensions** of Service Facilities are on file at all Cooperative offices for public inspection. Most documents are available to members and customers without charge.

### 1.10 MISSION STATEMENT:

"Owned by Those We Serve"

Navopache Electric is a member-owned and controlled organization, committed and sensitive to our customer's needs. We are continually exploring ways to provide benefits to our customer-owners:

- To enhance their quality of life by creative application of service and products.
- To strengthen our area economics.
- To provide safe, reliable, convenient electric service.

We are dedicated to accomplishing these objectives as economically and **efficiently** as possible, consistent with sound management practices.

The benefits of the collective strength of the member-customers are expressed through the selection of Board-member Directors. The Board will adopt policies, which will guide the cooperative's efforts toward the completion of mission statement goals and objectives. We are member-customer conscious in determining policies, procedures, and practices. Through our open door policy we are ready to listen to customers' needs and concerns.

We recognize our Cooperative employees are a vital resource and an integral part of customer directed activities, and we listen to employees' ideas and suggestions.

We believe in the quality and value of electricity as the "preferred" energy choice. We are committed to marketing electricity aggressively, supplying our members with information and services, and establishing Navopache Electric as the "energy expert."

We wish to be seen not only as the "light company," but also as a multi-faceted service organization, expanding our horizons to the benefit of our member-owners, to develop and maintain strong alliances with groups and organizations that can help us to better fulfill our mission.

## 1.20 MANAGEMENT CODE OF ETHICS

Navopache's Code of Management Ethics is as follows:

1. Cooperate honestly, willingly and openly with each other.
2. Share information affirmatively and exchange ideas openly for the good of the Cooperative.
3. Assist the General Manager, fellow Department Heads, and Supervisors with situations -- especially when invited to do so.
4. Support and sustain each other as Management especially in the presence of subordinates.
5. Show courtesy, respect, empathy, understanding, confidence and tolerance with each other, all **employees**, Cooperative customers, board members, vendors, contractors, consultants, colleagues, and **industry** associates.
6. Be fair, patient, understanding and **helpful** to all and not to consider ourselves indispensable.
7. Make efforts to be the best example for employees to observe.
8. Be willing to disagree openly • but not to hold grudges once issues are resolved.
9. Refrain **from** bias and/or discrimination.
10. Be positive, upbeat and professional in all our responsibilities.

## SECTION 2.00 GENERAL CONDITIONS OF SERVICE

### 2.10 DEFINITIONS

The following terms and conditions shall have the meanings given below when used in this Policy Manual and other Cooperative documents unless indicated otherwise.

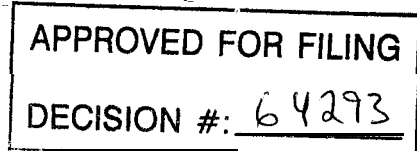
1. ABBREVIATIONS: Certain references, organizations and regulatory agencies have been abbreviated to acronyms throughout as a matter of convenience.

ACC     ▪ Arizona Corporation Commission  
NEC     ▪ National Electric Code  
NESC    ▪ National Electrical Safety Code  
NMPRC  ▪ New Mexico Public Regulation Commission  
RUS     ▪ Rural Utilities Service  
A.R.S.   ▪ Arizona Revised Statutes

2. ADVANCE IN AID OF CONSTRUCTION (AIAC): Funds provided to the Cooperative by the applicant under the terms of a line extension agreement the value of which may be refundable.

3 AGREEMENT: Synonymous with "Contract" as used herein.

4. APPLICANT: Any person applying for electric service from the Cooperative at one specific location.





5. ARIZONA CORPORATION COMMISSION: The regulatory authority of the State of Arizona having jurisdiction over Navopache Electric Cooperative, Inc. in Arizona.

6. BILLING MONTH: The period between any two regular readings of the Cooperative's meters at approximately thirty (30) day intervals.

7. BILLING PERIOD: The time interval between two consecutive meter readings that are taken for billing purposes.

8. BUNDLED SERVICE: The combination of supply, distribution and transmission services provided to customers, as a package as Standard Offer Service. The term is more particularly defined by the ACC and the NMPRC and shall be controlling within their respective jurisdictions.

9. CONNECTED LOAD: Total of the name plate ratings or measured load of the electrical equipment connected to the electrical installation or system.

10. CUSTOMER Any person receiving electric Distribution Service, Standard Offer Service or Competitive Electric Service from the Cooperative. The name on the application or agreement for that service; the name appearing on billing statements regularly tendered or paid in the normal course of the Cooperative's business; and the name on the checking account used to pay any billing for that service shall all constitute conclusive evidence the person so identified is a customer of the Cooperative. Where more than one person is identified as a customer for an individual account, each customer is jointly and severally responsible for complying with all rules, regulations and tariffs and to pay all bills associated with the account. Where appropriate the term customer also includes applicants and members.

11. CUSTOMER CHARGE: The amount the customer must pay the Cooperative for the availability of electric service, excluding any electricity used, as specified in the Cooperative's tariffs.

12. CUSTOMERS SERVICE ENTRANCE: In general all conductors, devices, apparatus, and hardware on the customer's side of the point of delivery, except the Cooperative's meter installation.

13. COMPETITIVE SERVICES: Services associated with retail electric service traditionally offered exclusively by the Cooperative (such as power supply, metering, meter reading and billing and collection services), but now available through multiple supplies. The term is more particularly defined by the ACC and the NMPRC and shall be controlling within their respective jurisdictions.

14. CONTRIBUTION IN AID OF CONSTRUCTION(CIAC): Funds provided to the Cooperative by the applicant under the terms of a line extension agreement and/or service connection tariff, none of which is refundable.

15. COOPERATIVE: Navopache Electric Cooperative, Inc., a customer-owned electric distribution utility whose principle activity is to supply electric service to its customers in Arizona and New Mexico under a Certificate of Convenience and Necessity granted by the Arizona Corporation Commission and under a Certificate of Public Convenience and Necessity granted by the New Mexico Public Regulation Commission.

16. COOPERATIVE EQUIPMENT: The service lines, meter installations, structures, devices, apparatus, hardware and other facilities installed by or on behalf of, and/or owned by, the Cooperative and other transmission and distribution facilities of the Cooperative's system.

17. DAY: Calendar day.

18. DAMAGE TO UTILITY: Any unauthorized impairment of property owned or under the control of the Cooperative.

19. DEMAND: The rate at which power is delivered during any specified period of time. Demand may be expressed in kilowatts kilovolt-amperes, or other suitable units. The period of time, unless otherwise specified in the rate schedule or contract or otherwise provided for, will be fifteen (15) minutes.

20. DEPOSITS: It shall be deemed to mean deposits made by customers as a guaranty of the payment of the bills for electric service rendered by the Cooperative.

21. DEVELOPER Any person funding and/or developing lots or parcels of land for use, sale or lease, improved or unimproved with real property improvements on such lots or parcels.

22. DISTRIBUTION LINES: The lines owned by the Cooperative and operated at distribution voltage.

23. DISTRIBUTION SERVICE: The portion of the delivery of electricity to retail customers that the Cooperative still has exclusive right to provide in its service area (i.e., delivery through wires, transformers and other devices), but excluding transmission services subject to the jurisdiction of the Federal Energy Regulatory Commission, metering service, meter reading service and billing and collection services. The term, as more particularly defined by the ACC and the NMPRC, shall be controlling within their respective jurisdictions.

24. EFFECTIVE DATE: The effective date of this Policy Manual shall be March 1, 2001, except for those provisions that require approval by the ACC or NMPRC, in which case those provisions of the Policy Manual shall be effective for the Cooperative's customers in Arizona on the date that the same is approved by the ACC and for the Cooperative's customers in New Mexico on the date the same is approved by the NMPRC.

25. ELECTRICAL SERVICE: The availability of electric energy metered or otherwise, available to the customer within established standards of voltage and frequency to the point of delivery.

**26. ELECTRIC SERVICE PROVIDER (ESP):** Any person authorized by the ACC or the NMPRC supplying, marketing or brokering at retail any competitive service in the Cooperative's certificated area. In New Mexico, referred to as "competitive power supplier." The term, as more particularly defined by the ACC and the NMPRC, shall be controlling within their respective jurisdictions.

27. ENERGY: Electrical energy, the usage of which is measured in kilowatt-hours (kWh)

28. ENERGY THEFT: The unauthorized diversion of electric energy, power or service. It is the Cooperative's policy to seek civil and criminal remedies to the fullest extent allowed by law.

29. HANDICAPPED: A person with a physical or mental condition which substantially contributed to the person's inability to manage his or her own resources, carry out activities of daily living or protect oneself from neglect or hazardous situations without assistance from others.

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30. ILLNESS: A medical ailment or sickness for which a residential customer obtains a verifiable document from a licensed medical physician stating the nature of the illness and that discontinuance of service would be especially dangerous to the customer's health.

3 1. INABILITY TO PAY: Circumstances where a residential customer:

- a. Is not gainfully employed and unable to pay, or
- b. Qualifies for government welfare assistance, but has not begun to receive assistance on the date that he receives his bill and can obtain verification of that fact from the government welfare assistance agency, or
- c. Has an annual income below the published federal poverty level and can produce evidence of this, and
- d. Signs a declaration verifying that the customer meets one (1) of the above criteria (subsections a, b, or c) and is either elderly (62 years of age or older), handicapped, or suffers from illness.

32. INTERRUPTIBLE ELECTRIC SERVICE: Electric service that is subject to interruption as specified in the Cooperative's tariff.

33. KILOWATT (kW): A unit of power equal to 1,000 watts.

34. KILOWATT HOUR (kWh): The amount of energy delivered in one hour, when delivery is at a constant rate of one kilowatt.

35. LINE EXTENSION: The lines and equipment necessary to extend the electric distribution system of the Cooperative to provide service to one or more additional customers.

36. MASTER METER A meter for measuring or recording the flow of electricity that has passed through it at a single location where said electricity is distributed to tenants or occupants for their individual usage.

37. MEMBER: Any member of the public, including a person, firm, association, corporation and bodies politic or subdivision thereof, who has qualified for membership as provided in the Bylaws of the Cooperative.

3 8. METER: The instrument for measuring and indicating or recording the flow of electricity that has passed through it.

39. METER INSTALLATION: The meter(s) and auxiliary devices and hardware, if any, constituting the Cooperative's equipment needed to measure energy use and/or billing demand supplied to the customer's service entrance.

40. MINIMUM CHARGE: The amount the customer must pay for the availability of electric service, including an amount of usage, as specified in the Cooperative's tariffs, the Policy Manual and agreements with the customer.

4 1. NEW MEXICO PUBLIC REGULATION COMMISSION: The regulatory authority of the State of New Mexico having jurisdiction over Navopache Electric Cooperative, Inc. in New Mexico.

42. **PERMANENT CUSTOMER:** A customer who is a tenant or owner of a service location who applied for and received permanent service.

43. **PERMANENT SERVICE:** Service which, in the opinion of the Cooperative, is of a permanent and established character. The use of electricity may be continuous, intermittent, or seasonal in nature.

44. **PERSON:** Any individual, group, partnership, corporation, governmental agency, or other organization operating as a single entity.

45. **POINT OF DELIVERY:** The point where facilities owned, leased, or under license by a customer connects to the utility's facilities, unless otherwise agreed upon in a written contract or agreement.

46. **POWER:** The rate of generating, transferring and/or using electric energy, usually expressed in kilowatts.

47. **PREMISES:** All of the real property and apparatus employed in a single enterprise on an integral parcel or land undivided by public streets, alleys or railways.

48. **PROPER NOTICE:** Unless specified otherwise, a written message delivered by first class mail or in person by one party to the other at the recipient's last known address, the period of notice commencing from the date of personal delivery or mailing.

49. **REGULAR OFFICE HOURS:** The hours the Cooperative's offices in Lakeside, Arizona are open for regular business. Summer hours correspond with time period New Mexico is on Daylight Savings Time. Summer Hours: 7:00 AM to 4:00 PM, Monday through Friday. Summer hours begin on the first Sunday in April and run through the last Sunday in October. Winter Hours: 8:00 AM to 5:00 PM. Monday through Friday. Winter hours begin on the Monday following the last Sunday in Oct. and run through the Monday before the first Sunday in April. The Cooperative is closed on Cooperative holidays (e.g., New Year's Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas and Christmas Day).

All other times shall be considered after regular business hours.

Contact your local office for specific days and hours of operation. See also, "Regular Service Hours."

50. **REGULAR SERVICE HOURS:** When the Cooperative's field personnel are on regular duty; generally between the hours of 8:00 a.m. to 3:30 p.m., Monday through Friday, excluding Cooperative holidays. All other times shall be considered outside regular service hours.

51. **RESIDENTIAL USE:** Service to customers using electricity for domestic purposes, such as space heating, air conditioning, water heating, cooking, clothes drying, and other residential uses and includes use in apartment buildings, mobile home parks, and other multiunit residential buildings.

52. **RIGHT-OF-WAY:** The right or easement to pass over or through the land of another person or entity, and/or place and maintain a facility or structure on the land of another person or entity.

53. **SAFETY LAWS:** The standards set forth in the NESC, the NEC, in any applicable national, state and local laws and the safety rules, regulations and policies of the Cooperative.

54. **SERVICE AREA:** The territory in which the Cooperative has been granted a certificate of convenience and necessity or certificate of public convenience and necessity, and is authorized by the ACC or NMPRC, respectively, to provide electric service to customers in Arizona and New Mexico.

55. **SERVICE AVAILABILITY CHARGE:** A charge for the purpose of maintaining adequate revenue to cover the operating costs of an extension of line beyond the free footage.

56. **SERVICE CONNECTION/DISCONNECTION:** The attachment/detachment of electric service at the point of delivery and/or installation/removal of meter(s) by Cooperative personnel, including operation of customer-owned main disconnect devices, if appropriate for safety reasons.

57. **SERVICE ESTABLISHMENT:** The establishment of electric service to the customer when the customer's facilities are ready and acceptable to the Cooperative, and the Cooperative needs only to install or read a meter and turn the service on.

58. **SERVICE LINE:** The line extending from a distribution line or transformer to the customer's premises or point of delivery.

59. **SERVICE RECONNECT FEE:** The fee, as specified in the Cooperative's **tariffs**, which must be paid by the customer prior to reestablishment of electric service each time the electricity is discontinued for nonpayment or whenever service is discontinued for failure **otherwise** to comply with the Cooperative's tariffs, or these rules.

60. **SERVICE REESTABLISHMENT FEE:** A fee as specified in the Cooperative's tariffs for service at the same location where the same customer had ordered a service disconnection within the preceding **12-month** period.

61. **SINGLE FAMILY DWELLING:** A house, an apartment, a mobile home permanently affixed to a lot, or any other permanent residential unit which is used as a permanent home.

62. **STANDARD OFFER SERVICE:** Electric service provided by the Cooperative to those retail customers that do not elect to secure electric services open to competition from others and includes metering, meter reading, billing and collection services, demand side management services as well as power **and** energy. The term, as more particularly defined by the ACC and the NMPRC, shall be controlling within their respective jurisdictions.

63. **TAMPERING:** The unauthorized alteration, touching, bypassing or interference with a) the device installed to register, or otherwise record, the amount of demand, energy, power or any other service provided by Cooperative. Common examples of tampering include meter bypassing, use of magnets to slow the meter recording, broken meter seals and/or interconnecting with a distribution line.

64. **TARIFFS:** The documents filed with the Commission(s) which list the services and products offered by the Cooperative and which sets forth the terms and conditions and a schedule of the rates and charges, for those services and products.

65. **TEMPORARY SERVICE:** Service to premises or enterprises which are temporary in character, or where it is known in advance that the service will be of limited duration. Service which, in the opinion of the Cooperative, is for operations of a speculative character is also considered temporary service.

66. TERRITORIAL EXTENT: This Policy Manual is effective and applies throughout the service area of the Cooperative under its certificate(s) of public convenience and necessity and all amendments thereof, except to the extent, amended or superseded by an order, rule or regulation of the ACC or the NMPRC or by judgment of the courts of Arizona or New Mexico, or by the Cooperative's more specific rules, policies, tariffs, rate schedules and written agreements.

67. THIRD PARTY NOTIFICATION: A notice sent to an individual or a public entity willing to receive notification of the pending discontinuance of service of a customer of record in order to make arrangements on behalf of said customer satisfactory to the Cooperative.

68. UNBUNDLED SERVICE: Electric service elements provided and priced separately (such as generation, transmission, distribution, must run generation, metering, meter reading, billing and collection and ancillary services). The term, as more particularly defined by the ACC and the NMPRC, shall be controlling within their respective jurisdictions.

69. UTILITY DISTRIBUTION COMPANY ("UDC"): A utility that operates, constructs and maintains a distribution system for the delivery of power to the end user point of delivery on the distribution system. The Cooperative is a UDC in Arizona, but is called a "distribution cooperative utility" by the NMPRC. The terms, as more particularly defined by the ACC and the NMPRC, shall be controlling within their respective jurisdictions.

70. WEATHER ESPECIALLY DANGEROUS TO HEALTH: That period of time commencing with the scheduled termination date when the local weather forecast, as predicted by the National Oceanographic and Administration Service, indicates that the temperature will not exceed 32 degrees Fahrenheit for the next day's forecast. The Commissions may determine that other weather conditions are especially dangerous to health as the need arises. Where serious or life threatening circumstances are known, limited service will be provided for an additional 10 days.

2.20 APPLICATION FOR MEMBERSHIP: A person will become a Member of the Cooperative under the following conditions:

2.2 1 WRITTEN APPLICATION: A written application for Membership shall be made demonstrating that the person meets the qualifications to become a member and acknowledging the person's agreement to comply with and be bound by the Cooperative's Articles of Incorporation and Bylaws and any rules and regulations adopted by the Board of Directors. (A representative Membership Application is set forth as Exhibit "A" in the Appendix).

2.22 MEMBERSHIP FEE: A Membership Fee specified in the Bylaws shall be paid in advance of the member's first service connection. A former member who is reapplying for membership shall also pay a membership fee in advance if it was previously refunded or applied on account.

2.23 MEMBERSHIP LIMIT: No person may hold more than one (1) membership and a membership shall be held jointly by both husband and wife unless specified to the contrary in writing by either spouse to the Cooperative.

2.30 AGREEMENT FOR ELECTRIC SERVICE: The receipt and use of electricity by any person shall constitute an agreement by that person to comply with all terms and conditions applicable to that class of service, including those set forth in this Policy Manual, regardless of whether a written application or agreement for electric service is executed by that person.

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A person may request electric service under the following conditions:

2.3 1 WRITTEN APPLICATION: A written application and agreement for purchase of electric service shall be signed by the applicant, subject to the rates, terms and conditions of applicable class of service being requested. (Representative agreements for purchase of electric service are set forth in Exhibits E, F, G and H in the Appendix). A person may authorize another party **with** the power of attorney to make written application. Acceptance of the person's application by the Cooperative's Board of Directors constitutes an agreement for electric service that shall continue in force until canceled by at least three (3) days notice by either party to the other, unless a different period of notice or minimum obligation is specifically provided in this Policy Manual, or the particular schedule or contract under which the customer receives service. The Cooperative may obtain the following minimum information from each applicant in a form acceptable to the Cooperative:

- A. Name or-names of applicant(s).
- B. Service address or location and telephone number.
- C. Billing address/telephone number, if different than service address.
- D. **Address(es)** where applicant previously received service.
- E. Date service is requested.
- F. Whether location has received service previously.
- G. Purpose for which service is to be used.
- H. Whether applicant is owner or tenant of or agent for the premises.
- I. The nature of the energy and demand requirements.
- J. Type and kind of life support equipment, if any used by applicant,

2.32 PAYMENT OF DELINQUENT DEBTS & LIABILITIES: All delinquent debts and liabilities of the customer to the Cooperative shall be paid before new service, additional service or reconnection can be made available. This includes accrued interest and all awards granted by the courts.

2.33 IDENTIFICATION OF RESPONSIBLE PARTY: The identity of the **party(ies)** responsible for accounts in the name of any customer shall be established in a manner acceptable to the Cooperative. Any person applying for service to be connected in the name **of or** in care of another customer shall **furnish** to the Cooperative written approval from that customer guaranteeing payment of all bills under the account. Application for service by a minor shall be subject to the same written assurance from a responsible adult customer. (A representative Authorization form is set forth as Exhibit S in the Appendix). The customer so designated is jointly and severally responsible in all cases for service supplied to the premises until the Cooperative has received three (3) days notice of the effective date of any change in the service agreement. The customer shall also promptly notify the Cooperative of any change in billing address.

2.34 IDENTIFICATION OF LOAD & PREMISES: The electric load and premises to be served by the Cooperative shall be clearly identified by the applicant at the time of **application**. **If the service address is**

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not recognized in terms of a commonly-used identification system, the applicant may be required to provide specific written directions before the Cooperative will act on a request for electric service.

2.35 LANDLORD/TENANT SERVICE: If service is provided to a service location in the name of the Landlord who provides electric service as a part of the rent or other consideration to the Renter, the Landlord is responsible for all electric service bills for the property. If service is subject to disconnection, the Cooperative may not disconnect service until the following actions have been taken:

- A. The Tenant Renter must be offered the opportunity of placing the service in the Tenant Renter's name under the Cooperative's regular established procedures. If the Tenant Renter refuses service, the Cooperative can then disconnect service.
- B. The tenant is not responsible for past due or delinquent electric services incurred while the service was in the Landlord's name.

2.36 CHANGE OF RESPONSIBLE PARTY. When the Cooperative has been made aware that a service is in the name of a deceased person, ex-spouse or a new owner, the Cooperative will notify (by certified mail or certificate of mailing to address shown on service) the customer residing in that service that:

- A. They have 30 days in which to put the service in their own name (meeting all Cooperative requirements); or
- B. Provide the Cooperative with a signed notarized statement from the existing Cooperative Member that he/she will accept full responsibility for that service or services.

If neither action is taken, the service(s) will be disconnected until such time as all necessary paperwork is complete and all applicable fees paid.

In the case of a surviving spouse, he/she will be able to use the deceased spouse's credit record without payment of a new membership or deposit.

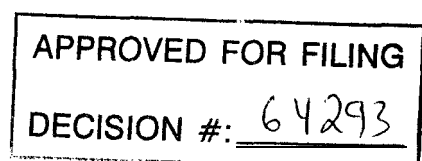
In the case of divorce, the joint membership and deposit will be refunded jointly; separate memberships will be required. Joint credit record shall be considered in determining deposit fees.

## 2.40 CREDIT POLICY

The Cooperative shall extend credit for electric service when the customer meets the criteria established for the applicable class of service and other general requirements.

2.41 GENERAL SERVICE & OTHER SCHEDULES: Satisfaction of one (1) of the following requirements shall establish the customer's credit:

- A. Payment of a Cash Deposit as per the Cooperative's established deposit schedules
- B. Prior credit relationship with another electric utility during which customer was not delinquent during the previous twelve consecutive months immediately preceding application for service.
- C. Provision of a guarantee or surety arrangement satisfactory to the Cooperative.





2.42 SECURITY DEPOSITS FOR RESIDENTIAL CUSTOMERS: The Cooperative may require the customer to pay a cash deposit of up to 2 times the estimated average monthly bill in lieu of any other evidence of satisfactory credit. However, under the following circumstances, the maximum deposit may be required.

- A. The Cooperative has reasonable grounds to believe the customer's credit rating is unsatisfactory.
- B. The customer's account subsequently becomes delinquent more than twice (2) within any 24-month period.
- C. Service to the customer has been disconnected for nonpayment of a delinquent bill.
- D. The customer has two (2) or more checks returned for insufficient funds within any **twelve** month period.
- E. The result of tampering or previous thefts from the Cooperative.

2.43 MAXIMUM SECURITY DEPOSITS FOR NON-RESIDENTIAL CUSTOMERS: The Cooperative may require the customer to pay a cash deposit of up to 2.5 times the estimated monthly **bill** in lieu of any other evidence of satisfactory credit. Under the circumstances listed above in 2.42 A, B, C, D and E, the maximum deposit may be required

2.44 DEPOSIT PROCEDURES: Security Deposits must be made in advance of service connection. The Cooperative shall provide to any customer from whom a cash deposit is required both (i) a written statement summarizing when deposits are required, the amount of interest and refund procedures, and (ii) a non-negotiable receipt. A receipt shall be the primary record of the deposit, but verification of the existence of and right to a deposit may also include appropriate Cooperative records.

2.45 INTEREST ON DEPOSITS: The Cooperative shall pay simple interest on a customer's required deposit in accordance with the rate approved by the ACC and NMPRC. Interest **shall** accrue from date of deposit. Customer's deposits will be refunded if they have a good credit code (A representative example of the Cooperative's credit codes is set forth in Exhibit "**R**" of the Appendix).

## 2.50 SERVICE POLICY

### 2.5 1 RESPONSIBILITY OF THE COOPERATIVE:

- A. The Cooperative **shall** be responsible for safe transmission and distribution of electricity from Cooperative equipment to customer's equipment.
- B. The Cooperative shall be responsible for maintaining in safe operating condition all meters and equipment that the Cooperative may install on the customer's premises for the purpose of , delivering electric service to the customer.
- C. The Cooperative may, at its option, refuse service until the customer has obtained all required permits and/or inspections indicating that the customer's facilities comply with local construction and safety standards

## 2.52 RESPONSIBILITY OF CUSTOMER:

- A. Each customer shall be responsible for maintaining all customer facilities on the customer's side of the point of delivery.
- B. The customer shall be responsible for safeguarding all Co-operative property installed in or on the customer's premises for the purpose of supplying electric service to the premises.
- C. Each customer shall exercise all reasonable care to prevent loss or damage to the Cooperative's property, excluding normal wear and tear.
- D. The customer shall be billed for damages to Cooperative property caused by the customer or the customer's employees), agent(s) or any person residing at the customer's property. Such damage and the costs of repair shall be billed at the Cooperative's current rates for labor, overhead, transportation, equipment and materials: less appropriate credit for salvage. This includes, but does not limit any and all awards granted by the courts.
- E. Each customer shall be responsible for payment for any equipment damage and/or estimated unmetered usage resulting from unauthorized breaking of seals, tampering, or energy theft. This includes, but does not limit any and all awards granted by the courts, including treble damages.
- F. It shall be the responsibility of each customer to notify the Cooperative of any of the Cooperative's equipment that is damaged or fails in any way, and of any damage to electric service, or of a situation that involves electric service and appears to be dangerous to life or property.
- G. It shall be the responsibility of the customer not to construct or allow to be constructed any building or obstacle that violates any safety law or that prevents safe ingress or egress by Cooperative personnel and equipment necessary to repair or maintain the Cooperative's property or that inhibits the safe ingress, egress and other use of the Cooperative's rights of ways and easements.
- H. It shall be the responsibility of the customer to notify the Cooperative in writing of any Life Support Equipment to be utilized at any service location.
- I. Requests for disconnection may be accepted only upon written request by customer; request to include proper identification, such as account number, social security number, birthdate, etc. Customer may be required to appear in person.

2.53 SERVICE INTERRUPTION: The Cooperative may temporarily suspend service to make necessary repairs, replacements, maintenance, tests, or inspections of Cooperative equipment. The Cooperative shall make reasonable efforts to notify the customer verbally or through the public media about the need for and duration of planned service interruptions, but it may suspend service without prior notice to the customer.

In the event of national emergency or of emergency local conditions, the Cooperative reserves the right to reduce capacity or curtail delivery of electric service in accordance with the rules and regulations of the ACC and NMPRC.

2.54 CONTINUITY OF SERVICE: Cooperative shall make reasonable efforts to supply a satisfactory and continuous level of service, but does not guarantee uninterrupted service. The Cooperative shall not be

responsible for any damage or claim of damage attributable to any interruption or discontinuation of service resulting from:

- A. Any cause against which the Cooperative could not have reasonably foreseen or made provision for, e.g., force majeure.
- B. Interruptions, single phase conditions or voltage fluctuations on the Cooperative's system occasioned by any cause beyond the Cooperative's reasonable care and control.
- C. Damage on the Customer's side of the point of delivery unless caused by the gross negligence of the Cooperative.
- D. Scheduled service interruptions to make repairs or perform routine maintenance.
- E. Curtailment. .

It is the customer's responsibility to use properly sized, installed and maintained protective devices to protect their property on the customer's side of the point of delivery from power interruptions, single phase conditions and voltage fluctuations

2.55 SERVICE CALLS DURING REGULAR SERVICE HOURS: A Service Call fee will be imposed for service calls performed **during** regular service hours for any of the following reasons:

- A. Interruptions caused by the customer's negligence or failure of customer-owned equipment, even though the Cooperative is unable to perform any work beyond the point of delivery. Reasonable efforts will be made to advise the customer about the possibility of such charges before the service call starts.
- B. Reconnection of electric service to any customer previously disconnected for nonpayment, unlawful use of service, misrepresentation to the Cooperative, unsafe conditions, failure to permit safe access, detrimental effects of customer loads on the Cooperative's system, or failure to establish credit and/or sign an agreement for service.
- C. Reestablishment of electric service when it is to be reconnected to the same occupant who requested the service to be disconnected.
- D. Relocation or upgrade of a service **facility** that requires two trips to service location.
- E. Relocation of service wires and meter from temporary to permanent location.

2.56 SERVICE CALLS OUTSIDE OF REGULAR SERVICE HOURS: A Service Call fee will be imposed for service calls outside of regular service hours for any of the following reasons:

- A. Interruptions caused by the customer's negligence or failure of customer-owned equipment, even though the Cooperative is unable to perform any work beyond the point of delivery. The customer shall be advised about the possibility of such charges before the service call starts.
- B. Reconnection of electric service to any customer previously disconnected for nonpayment, **unlawful** use of service, misrepresentation to the Cooperative, unsafe conditions, failure to permit safe

access, detrimental effects of customer loads on the Cooperative's system, or failure to establish credit and/or sign an agreement for service. Such work will be performed only when requested and agreed to by the customer.

- C. For electric service at the special request of the customer

## 2.57 FEES FOR ELECTRIC SERVICE CONNECTIONS:

- A. NEW SERVICE: An Establishment Fee shall be paid when the initial Membership Fee is paid.
- B. ADDITIONAL SERVICE: A nonrefundable service fee shall be imposed for each additional electric service connection, or for a location change to a new service address under the same rate schedule.
- C. SERVICE CONNECTION CALLBACKS: A Service Connection Callback fee shall be imposed for a return trip to connect electric service for the following reasons, but not limited to:
- (1) Inaccurate service location.
  - (2) Noncompliance with Service Entrance Specifications.
  - (3) If customer postpones or cancels any service order already completed by Cooperative.
  - (4) Failure to comply with other policies contained herein.
- D. FEES FOR ELECTRIC SERVICE VIOLATIONS: In cases where service has been investigated for tampering, pilfering, theft, vandalism or unsafe conditions, and found valid, a Service Violation fee shall be charged at the established rate.

2.58 COMPLAINTS: The Cooperative **shall** make a prompt investigation of all service complaints made by its customers **within** five working days of receipt. Responses shall be made twenty-four (24) hours before scheduled or proposed disconnect. The Cooperative shall notify the complainant of findings and decision involving the complaint, in writing. The customer who has filed the complaint has the right to appeal the Cooperative's findings or decisions to the appropriate State Regulatory Commission.

2.59 SPECIAL METER READINGS: The Cooperative will make special meter readings at the request of **the customer for a Special Meter Reading fee, provided, however, that if such special meter reading** discloses that meter was overread, no charge will be made.

## 2.60 BILLING POLICY

2.61 FREQUENCY: The Cooperative will render itemized monthly service bills on a cycle billing system. Regular meter readings and billing for a particular cycle shall be performed as nearly as possible at the same time each month.

- A. BILLING INFORMATION: All electric service bills shall identify the premises served by account** number, the customer's name, type of service provided, date and meter reading at the start of the billing cycle, date and meter reading for the end of the cycle, amount of **kWh** used, and demand if applicable, for the billing cycle, the rate used, the Cooperative's phone number, dollar amount due for electricity used and demand if applicable, any past due amount, fuel adjustment factor per **kWh**, taxes, and other instructions or messages as may be determined necessary.

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- B. All bills for electric service are due and payable no later than 15 days **after** the date of the postmark on the bill. Payments not received within this time frame shall be considered past due.
- C. All past due bills for electric service are due and payable within 10 days and are subject to service disconnect at the end of the period. The Cooperative shall include in this notice the following final due date, total due, age of account, account number, meter number, service location and name of service account.
- D. Failure to receive bills or notices which have been properly placed in the United States mail shall not prevent such bills from being delinquent nor release the customer of the service obligation.

2.62 RECORD OF CONSUMPTION: The registration of the Cooperative's meter at the customer's point of delivery shall constitute prima facie evidence of the amount of energy and/or billing demand used by the customer. In the event of **failure** of the Cooperative's meter, or of being unable to obtain an actual reading due to ~~inclement weather~~ or circumstances which could endanger the life **and/or** health of an employee, a reasonable estimate of the amount of energy and/or billing demand shall be made by the Cooperative, based on the customer's energy pattern of the customer's metered use historically or in comparative patterns when no historic information is available.

2.63 EXTENDED BILLING PERIODS: Service connection or disconnection performed within 15 days of the regular meter reading date of the customer's billing cycle shall establish extension of the current billing period. However, when service is made available to the customer for a period of more than 15 days before the regular meter reading date, a separate billing period shall be established with respect to applicable charges for service availability, energy use and/or billing demand.

2.64 RATES: The Cooperative supplies electric service under several rate schedules, and at the time of application endeavors to select the most favorable rate for which the customer is eligible, based on information available at the time of application. It shall be the responsibility of the customer to notify the Cooperative of changes in service conditions and to request rate reclassification. Rates may be changed by the Cooperative due to change in service classification. Retroactive billing adjustments for a customer for incorrect rate shall be limited to 3 months immediate billing periods.

2.65 CONTRACT BILLING: The customer shall be billed the applicable service availability charge, as established by the customer's contract agreement, on the first cycle billing not more than 30 days **after** completion of the line extension, regardless of whether the customer has begun actual energy use.

2.66 TERMS OF PAYMENT: All electric service bills are due and payable upon receipt and are past due if unpaid **fifteen** (15) days after the bill is mailed. Electric service bills may be paid in person at any Cooperative business office, to any authorized collection agent of the Cooperative, or by mail to the Cooperative's general offices in Lakeside, Arizona.

2.67 BILLING INFORMATION: All electric service bills shall identify the premises served (by service address and/or other Cooperative location system) and the type of service provided; specify the past due date, itemize the current amount due, any previous balance, and the total amount due; and, advise the customer where to inquire about the bill.

2.68 LEVELIZED BILLING PLAN: For the convenience of residential customers only, and at no additional charge, the Cooperative shall offer an optional payment plan based on twelve (12) equal monthly installments of the customer's estimated total charges for the billing year. The Cooperative may, at any

time, adjust the customer's levelized billing plan to reflect the previous twelve (12) months of usage or in the event the customer's usage and or cost should vary significantly from that agreed upon. An eligible customer shall acknowledge in writing the terms of the Levelized Billing Plan (a representative Levelized Billing Plan Agreement is set forth in Exhibit B of the Appendix) before the agreement is effective, provided that either party may cancel upon thirty (30) days notice to the other.

2.69 MAILING ADDRESS: It shall be the responsibility of the customer to provide the Cooperative with a correct and usable mailing address at the time of service application, and to keep the Cooperative informed of any changes of address or of changes in responsibility for the account that may be of a different mailing address.

2.70 COLLECTION POLICY: It is the responsibility of the Cooperative to initiate collection action on delinquent accounts in order to protect the fiscal integrity of the Cooperative and the financial interest of all members.

A. Applying Capital Credits to Write-offs. Where a patron with allocated capital credits has become indebted to the Cooperative and the Cooperative is required to write-off said debt as a loss to the Cooperative with accounting and other costs being incurred:

(1) Capital Credits allocated to the Accounts of patrons indebted to Cooperative will be applied against the debt of said patron as an offset.

(2) Such action will be reported to the Board for ratification.

B. Past-Due Balances on 141.1 (Special Agreement Contracts), 142.2 (Accounts Receivable Others) and 124.7 (**Weatherization** Accounts). Interest of 1.5% per month will be charged after 30 days on 141.1, 142.2 and 124.7 accounts, and on 141.1 and 142.2 accounts having balances past 90 days, and where no arrangements for payment being made, that suit be filed for collection

C. Write-Offs on **Uncollectibles** (Energy). Interest of 1.5% per month will be charged on 144.1 and 144.2. interest of 1.5% per month will be charged on the term of all payment agreements made between the Customer and Navopache Electric Cooperative, to pay off 144.1 and 144.2 Accounts.

## 2.71. RESIDENTIAL & GENERAL SERVICE CUSTOMERS

A. RIGHT OF APPEAL ON DISPUTED ISSUE: A customer has the right to appeal a relevant issue on billing or usage disputes to a Cooperative supervisor before the scheduled date of termination for nonpayment. The Cooperative will complete an investigation of the disputed issue and notify the customer of findings not less than twenty-four (24) hours before a scheduled or postponed disconnection. In other service complaints the Cooperative shall provide a response within 5 working days of receiving the complaint. The customer has the right to appeal all Cooperative decisions to the appropriate State Commission.

B. RIGHT TO DEFERRED PAYMENT AGREEMENT: A customer has the right to request an agreement for deferred payment of a delinquent account balance before the scheduled date of termination for nonpayment. The Cooperative shall permit deferred payment if the customer demonstrates recent economic hardship such as medical emergency or temporary employment layoff, and if the Cooperative favorably evaluates the feasibility of deferred payment on the basis of the customer's economic circumstances. An eligible customer shall acknowledge in writing the

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terms of the Deferred Payment Agreement, provided that no agreement shall extend longer than three (3) months and that failure of the customer to perform according to the agreement shall result in service termination. (A representative Deferred Payment Agreement is set forth as Exhibit "C" in the Appendix).

2.72 WORTHLESS CHECKS: The Cooperative shall attempt collection of any worthless checks dishonored by the customer's bank due to insufficient funds or other causes including "no account" by the fastest means available. A NSF fee shall be imposed for each such check tendered.

If the Worthless Check has not been collected prior to ten working days after the Cooperative has found the check to be dishonored by the bank, it will be turned over to the Loss Control Division for collection and action outlined by the State laws and the applicable local authority (e.g., county attorney).

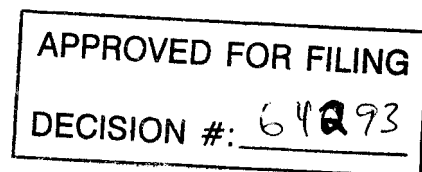
A customer who tenders an insufficient check shall in no way be relieved of the obligation to render payment to the Cooperative under the original terms of the bill, nor defer the Cooperative's provision for termination of service for nonpayment of bills. If customer issues two (2) or more worthless checks in twelve (12) months period, the Cooperative has the right to reject any future checks for payment of energy or any other customer purchase accounts, and a record will be maintained on the customer as outlined by State law or the applicable local authority (e.g., the county attorney's Worthless Check Program).

2.73 COLLECTION OF CLAIMS AND PROPERTY DAMAGE: All bills and invoices are due payable upon receipt. The Cooperative shall attempt collection of the account or make agreements for payment. Investigative costs and mileage may be included with accrued 1.5% monthly interest. After 90 days, legal remedies will be taken to collect and **satisfy** the account.

2.74 LATE PAYMENT INTEREST FEE: All customer bills for utility services are due and payable no later than fifteen (15) days from the date of the bill. Any payment not received within this time-frame shall be considered delinquent and is subject to a 1.5% late payment fee accruing monthly, in addition to any other authorized fees or charges.

2.80 REASONS FOR DENYING, DISCONTINUING OR LIMITING SERVICE: Service may be denied or discontinued or limited for any of the reasons listed below. Except for the reasons set forth in A, B, C and D below, the customer shall be mailed notice of the violation at least ten (10) calendar days before service is scheduled for disconnection.

- A. Without notice, in the event of a condition determined by the Cooperative to be hazardous.
- B. Without notice, in the event of customer use of equipment in such a manner as to adversely affect the Cooperative's equipment or the Cooperative's service to others.
- C. Without notice, in the event of customer's tampering with, damaging or deliberately destroying the equipment furnished and owned by the Cooperative.
- D. Without notice, in the event of unauthorized use.
- E. When necessary for the utility to comply with an order of any government agency having such jurisdiction.



- F. For violation of and/or noncompliance with the Cooperative's rules on file with and approved by the Commission.
- G. For failure of the customer to fulfill his contractual obligation for service and/or facilities subject to the regulations by the Commission.
- H. For failure of the customer to permit the Cooperative reasonable access to its equipment.
- I. For failure of the customer to provide the Cooperative with a deposit as specified in rules on file with the Commission.
- J. For failure of the customer to furnish such service equipment, permits, certificates and/or rights of way, as shall have been specified by the Cooperative as a condition to obtaining service, or in the event such equipment or permissions are withdrawn or terminated.
- K. Failure to pay for service of the same class at a previous metering point or points.
- L. The Cooperative reserves the right to provide limited service (reduced capacity) to accounts that are in delinquent status. This service is provided only when a customer has problems whereby life or health is endangered by loss of electric service or that danger of serious property damage is apparent. Limited service will be provided in **10-day** periods, with reestablishment of need to be provided again at the end of each 1 O-day service period.
- M. When a limited service device is installed, the customer will be notified in person, or by means of a notice attached to the customer's door, setting forth the fact that the customer has been placed on limited service, and that service will temporarily disconnect if the limited service is exceeded.
- N. For threatening or intimidating employees of the Cooperative, by conduct involving statements or actions, coupled with a present ability to do bodily harm to the employee and/or physical damage to the property of the Cooperative. There must be a present belief by the employee based on reasonable facts, existing then, and there, that physical injury to Cooperative property or the employee's person or life is imminent.
- O. In the event of existing conduct as described in the above paragraph, service to the customer shall be forthwith temporarily disconnected without notice until legal remedies are taken to insure the safety of employees and protection of property.
- P. All threats are taken seriously and action will be taken on each case.

2.8 1 NOTICE OF SERVICE TERMINATION: A service termination notice shall be mailed to the customer by first-class mail or by messenger before a scheduled disconnection, except where notice is not required pursuant to Section 2.80. A service termination notice shall identify the premises served (by , service address and/or other Cooperative location system) and the type of service provided; specify the delinquent balance or other reasons for service termination; indicate the telephone number at which the customer may contact an authorized Cooperative representative; accounts are subject to disconnection after final due date which appears on the delinquent notice. Disconnection shall be made during regular service hours. The customer shall be advised about the right to make payment arrangements, or dispute final amount, before the final due date. Where applicable, copy of the termination notice will be simultaneously forwarded to designated third parties.



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2.82 DELINQUENT ACCOUNT PROCEDURE: After the Cooperative mails the required service termination notice, it shall observe the following procedure:

- A. In the case of a delinquent account, the Cooperative employee assigned to disconnect service shall carry identification as a Cooperative employee and if requested by the customer shall show their Cooperative identification, describe the purpose of Cooperative personnel at the customer's premises, and advise the customer of the total amount due, including the Field Collection Fee.
- B. In the case of a delinquent account only if the customer tenders the total amount due to the employee terminating the service, including the Field Collection fee the service shall not be disconnected. Personal checks will not be accepted by Cooperative personnel in the field unless expressly authorized by the administrative office after reasonable assurance is provided that the check will be honored.
- C. A number of methods may be used to disconnect the service provided by the Cooperative to its customer in case of delinquent accounts:
  - (1) Single Phase Service. The service may be disconnected at the pole, at the transformer, or by disconnect boots in the meter base, etc.
  - (2) Three-Phase Service. The service may be disconnected at the pole, at the transformer bank or by the placement of a Cooperative lock on the customer's main disconnect, or other disconnect switches, in order to insure the service to be locked open.

The tampering with any seal, lock or disconnecting device will be considered an unauthorized energy diversion.

## 2.83 FRAUD OR TAMPERING:

- A. When reasonable information exists that there has been an application of an unauthorized device, substance, conduct or acts perpetrated on Cooperative or any property connected thereto, causing or resulting in inaccurate metering or unmetered energy diverted, or any unauthorized use of utility service or property resulting from such actions by other than an authorized utility employee, the customer or persons aiding and abetting may be billed for the amount of the undercharged energy, without interest, for the total period of the fraud.
- B. If any unauthorized circumstances enumerated in Paragraph A of this section are existent, the Cooperative's action for redress may be against any persons or combination of persons responsible, in possession or out of possession of the property where the unauthorized act was perpetrated. There must be reasonable evidence to establish the unauthorized circumstances.
- C. Any conduct by a customer consistent with the conduct enumerated in Paragraph A of this section shall be grounds for the Cooperative to refuse providing further distribution and other electric services to the customer/member.
- D. Nothing in this Policy Manual shall be interpreted to limit the Cooperative's right to pursue any and all remedies available under civil or criminal law for conduct enumerated in Paragraph A of this section.

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E. Billings disputed by the customer shall be subject to review as provided in these rules.

2.90 CONDITIONS FOR RESTORATION OF TERMINATED SERVICE: When electric service to a customer has been terminated for cause in accordance with the Cooperative's Service Termination Policy, the customer may request restoration under the following conditions:

2.9 1 NONPAYMENT OF DELINQUENT ACCOUNT: The customer shall pay all delinquent charges, the applicable service charge for reconnection, and any additional deposit needed up to 2 times the normal bill for Residential Customers and 2.5 times the normal bill for Non-Residential Customers.

2.92 UNLAWFUL USE OF SERVICE: The customer shall pay the estimated electric service charges for any electric service diverted, the applicable Reconnection fee, meter test cost to test meter involved, a Service Violation fee and any additional deposit needed to increase the customer's total deposit to 2, or 2.5 times the average electric bill for the location based on the last twelve months, including the value of service previously diverted, before service shall be restored. This Section 2.92 shall not limit the Cooperative's rights and remedies under the applicable civil or criminal laws. See also, Sections 2.80, 2.83 and 3.01.

2.93 MISREPRESENTATION TO THE COOPERATIVE: A customer misrepresenting any fact or situation to the Cooperative with the intent to defraud the Cooperative relating to service, payment or tampering shall be subject to disconnection of service. Service will not be restored until the customer satisfies all conditions for receiving service as if the application was being made for the first time, and the customer has paid all applicable service charges for reconnection and all other applicable fees.

2.94 UNSAFE CONDITIONS: The customer shall eliminate or correct the conditions creating a safety hazard in accordance with the Cooperative's service standards, specifications and applicable safety laws and shall pay the applicable service charge for reconnection before service shall be restored.

- A. Existing houses prior to 1980, any condition not an immediate hazard to life or property, which is not to the present codes and standards, but was acceptable at the time of installation, shall be waived and allowed to remain under the present owner name, but will not be reconnected if ownership of the property should change. If account is disconnected because of the hazard involved, the account will not be reconnected until hazard is removed and the condition corrected to current specifications.
- B. If ownership of property should change for any reason, the account will not be reconnected until condition has been changed. Service, meter loop, switch box and other electric service entrance equipment will be brought to current standard and codes and no electrical hazard can remain.
- C. New homes or structures, such as mobile homes, which have temporary service connected prior to the home being placed on the property, and when such home is placed on the property it violates laws or codes, or is placed under a power line, the home must be moved or corrected within 30 days, or the service will be disconnected.

2.95 FAILURE TO PERMIT ACCESS: Any barrier or obstacle preventing the Cooperative's employees from lawfully entering upon the premises or easement shall, after due notice, be eliminated at the customer's expense. If the Cooperative is required to remove the impediment and/or terminate service, the customer shall provide adequate assurance to the satisfaction of the Cooperative that reasonable access

shall be permitted in the future. If service is interrupted, all applicable service fees and assessments shall be paid prior to restoration of service.

**2.96 DETRIMENTAL EFFECTS OF THE CUSTOMER'S EQUIPMENT OR OPERATING PROCEDURES:** The customer shall eliminate or correct the conditions causing detrimental effects on Cooperative equipment or the integrity of its facilities, provide adequate assurance to the Cooperative that similar conditions shall not occur in the future, and pay the applicable service charge for reconnection before service shall be restored.

**2.97 FAILURE TO ESTABLISH CREDIT OR SIGN AN AGREEMENT FOR ELECTRIC SERVICE:** The customer shall establish credit under the Cooperative's Credit Policy and/or sign an agreement for electric service, and pay the applicable service charge for reconnection before service shall be restored.

**2.98 ADVERTISEMENT OF CONDITIONS:** Upon completion of investigation of a hazard or violation of codes or standards; a Warning of Dangerous Condition, advising the customer of the action which must be taken will be mailed to the customer (or hand delivered), and an Advertisement of Condition form filed in the appropriate County Records Office. (Representative Forms are set forth as Exhibits "M" and "N" in the Appendix).

**2.99 ACTIVITIES IN CLOSE PROXIMITY TO THE COOPERATIVE'S POWER LINES:** The Cooperative requires that any customer that intends to conduct any activity within the right-of-way of the Cooperative's overhead lines notify the Cooperative and make arrangements for necessary precautions to be taken before any work begins. This is in addition to the requirement of law regarding notification prior to conducting any activity in proximity to overhead high voltage lines or commencing any excavation. A customer coming in contact with high voltage overhead lines, or underground lines of the Cooperative is liable for damages arising therefrom unless they have provided prior notice to the Cooperative and otherwise proceeded accordance with applicable law.

### 3 .00 METERING AND SERVICE ENTRANCE REQUIREMENTS

**3.10 METERING AND METER TEST POLICY:** It shall be the policy of the Cooperative to pursue metering accuracy by every practical method. Meters and metering equipment purchased are of good quality and all equipment subject to calibration shall be thoroughly tested by methods and equipment acceptable throughout the electric metering industry before installation.

Metering requiring installation of metering transformers and associated wiring shall be installed and checked by trained and competent personnel who specialize in metering . Wiring shall be carefully color-coded to reduce chances of incorrect connections and to make periodic checking possible. Accurate ~~watthour~~ voltage and current measuring standard meters shall be carefully maintained under controlled conditions, and periodically compared with standard instruments traceable to the National Bureau of Standards. Testing, adjustment, and calibration procedures shall be as narrow as practical, and generally more strict than the standards under which the Cooperative is regulated. The following statements of compliance meet or exceed regulatory requirements and guidelines:

- A. **STANDARDS FOR ACCURACY.** The Cooperative shall comply with accuracy requirements per applicable State regulations for revenue metering. The Cooperative shall also comply with ANSI C12.1-1995, as amended or superseded from time to time.

- B. **PERIODIC TESTING PROGRAM.** The test program shall be in accordance with the applicable State Regulatory Agency's rules and regulations pertaining to meter reliability.
- C. **METER TESTING REQUESTED BY CUSTOMER:** Any customer may request a test on a meter that is in the customer's name and billed to the customer. Test Request Forms are available at all Cooperative offices. The form shall be signed by the requesting customer. If the meter is found to be more than the percentage allowed by the applicable State Regulatory Agency, the customer's bill will be adjusted accordingly for the six (6) previous billing periods only before the meter removal.
- If the meter is found to be less than the percentage inaccuracy allowed, a Meter Test fee will be billed to the customer for the cost of testing the meter, except where a fee is not permitted by the ACC or the NMPRC due to the length of time since the meter was last tested.
- D. **INVESTIGATION TESTS:** The watt-hour meter and its associated equipment shall be tested at the Customer's Expense, when it is associated with unauthorized energy diversion, frauds, and the Device(s) and Test shall be held as evidence in the case. See also, Section 2.92, 'Unlawful Use of Service.'

The meter shall be tested before any adjustments are made, and, if practical, before the meter cover is removed. The customer or representative may be present when the meter is tested but this must be stated in writing at the time the test request is made. If requested to do so, Cooperative personnel shall attempt to arrange a test during regular business hours with the customer present. If the Cooperative has been unable to arrange such a test because of failure on the customer's part to attend the test, the Cooperative shall test the meter without the customer's presence. The customer shall be notified of the results of the test by mail within a reasonable time after the test.

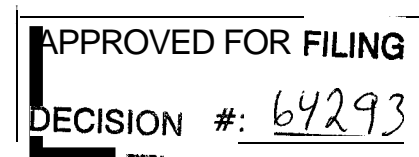
**3.20 SERVICE ENTRANCE POLICY:** Service entrances shall be in compliance with the NEC and current Cooperative service entrance requirements before being connected to the service conductors. If the customer elects to increase the service entrance ampacity, and this requires increasing the conductor size, the meter base ampacity or the service disconnect ampacity, the service entrance shall be brought up to current Cooperative requirements before being reconnected. Copies of current Service Entrance Requirements are available at any of the Cooperative offices.

Prior to the Cooperative connection of the service and installation of a meter, the service entrance:

- A. Must be inspected and approved by the City, County or State inspector, where applicable, and
- B. Must pass final inspection by the Cooperative for compliance with the NEC and the Cooperative's service entrance requirements.

**3.30 MINIMUM SAFETY STANDARDS:** If the meter is removed by customer request or for ownership change, or other cause, the service entrance shall be brought up to minimum safety requirements and final inspection made by the appropriate inspection agency before being reconnected, as follows:

- A. All live parts enclosed.
- B. Service disconnect in operating condition.



- C. Overcurrent devices in operating condition.
- D. The meter base and the service disconnect switch enclosure are grounded as specified in the NEC and the Cooperative's service entrance requirements.
- E. The conductor insulation is in safe condition to reconnect.
- F. Service entrance is securely fastened to a substantial mounting base.
- G. If the customer's service entrance cannot reasonably be brought up to minimum safety requirements because of poor condition of components, or location impracticality, the customer shall have a new service entrance constructed, which will comply with all the Cooperative's requirements and safety laws applicable to service entrances, including Cooperative approval of location and mounting base.
- H. Radio or TV antennas have sufficient fall distance to clear all conductors.

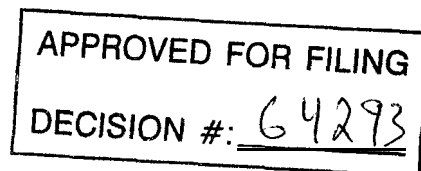
3.40 UNSAFE CONDITIONS: If it comes to the attention of the Cooperative that the customer's service entrance is in such a condition that it is very likely to cause death or serious injury by electric shock, the Cooperative accepts no liability for the same, but **shall** endeavor to notify the customer. If immediate action is not taken, the Cooperative may disconnect the service entrance until the above minimum safety requirements are met.

3.50 SAFE ACCESS: Cooperative personnel shall have safe access to the service entrance and metering equipment at all reasonable times. Upon denial of **safe** access, or if such access is made hazardous by the presence of dangerous animals, electric service may be terminated until such **safe** access is provided.

3.60 DANGEROUS CONDITIONS ON PRIVATE PROPERTY: The Cooperative will issue and deliver a warning of DANGEROUS CONDITION ON PRIVATE PROPERTY to customers of the Cooperative when a condition is noted as a potential hazard or in violation of approved **safety** practices. Signature is to be obtained absolving the Cooperative of liability of the stated condition (A representative form is set forth as Exhibit "N" in the Appendix).

3.70 INFORMATION ON POTENTIALLY HAZARDOUS SUBSTANCES: The Cooperative conducts such investigations and maintains such records regarding hazardous substances as required by law. Except as otherwise required by law, any person desiring records of device content, hazardous substance use or other information regarding the extent and use of hazardous substances by the Cooperative shall make the request in writing, agree to pay all costs incurred by the Cooperative to make the investigation and pay the estimated cost prior to the Cooperative commencing the investigation. The Cooperative may provide the results of the investigation orally or in writing at its discretion. Nothing in this section **shall** require the Cooperative to disclose any confidential information or any other information the Cooperative determines should not be disclosed, unless such disclosure is **otherwise** mandated by law.

3.80 REWARD FOR INFORMATION: To insure **safe** and reliable service to the customers of the Cooperative must rely on its customers to help minimize the criminal activities against the system. For this reason, rewards will be paid out for the following information:



- A. \$500 reward will be made to anyone supplying information leading to the arrest and the conviction of any person or persons responsible for the destruction of property under the control of the Cooperative and/or Cooperative property.
- B. \$100 reward will be made to anyone supplying information leading to the arrest and the conviction of any person or persons who are presently misrepresenting with intent to defraud, diverting electric energy or service and tampering, without the permission or knowledge or authorization of the Cooperative.

## 4.00 CONDITIONS FOR LINE EXTENSION OF SERVICE FACILITIES

4.10 CONDITIONS FOR ESTABLISHMENT OF PERMANENT SERVICE: Permanent service can be established upon compliance with the provisions in Section 2.00 General Conditions of Service and its subsections plus compliance with the appropriate parts of Section 4.00.

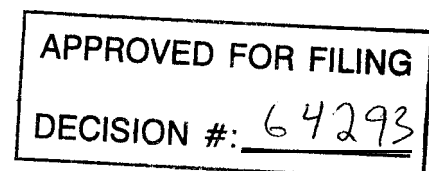
4.20 OWNERSHIP: The Cooperative shall own all materials, equipment and structures that it furnishes and installs. Lines and other service facilities for which the customer pays a deposit or an aid to construction shall be owned by the Cooperative. Equipment, materials or facilities **furnished** to Cooperative specifications by the customer for its use shall be owned by the Cooperative. Transformers and facilities owned by the customer for service provided under applicable schedules and for abnormal loads shall be owned by the customer.

## 4.30 ENGINEERING CHARGES

- A. Upon request by an applicant for a line extension, the Cooperative shall prepare without charge a preliminary sketch and rough estimate (based on information provided by the applicant or from existing Cooperative maps) of the cost to be paid by the applicant.
- B. Any applicant for a line extension requesting the Cooperative to prepare detailed plans, specifications or cost estimates, may be required to deposit with the Cooperative an amount equal to the estimated cost of preparation. The Cooperative shall upon request, make available within ninety (90) days after receipt of the deposit referred to above, such plans, specifications or cost estimates of the proposed line extension. Where the applicant authorizes the Cooperative to proceed with the construction of the extension, the deposit shall be credited to the cost of construction; otherwise, the deposit shall be non-refundable.
- C. The applicant agrees to reimburse the Cooperative for the cost of any engineering surveys performed by the Cooperative that are changes requested by the applicant, at the Cooperative's current costs. ( A representative Engineering Survey Contract is set forth as Exhibit "D" in the Appendix)

## 4.40 LINE EXTENSIONS

- A. When the Cooperative requires an applicant to advance funds for a line extension, the Cooperative will furnish the applicant a copy of the line extension agreement.
- B. All line extension agreements requiring payment by the applicant shall be in writing and signed by each party.



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C. The provisions of this policy shall apply only to those applicants who in the Cooperative's judgment will be permanent customers.

D. Each line extension agreement shall at a minimum include the following information:

1. Name and address of the applicant.
2. Proposed service address or location.
3. Description of requested service.
4. Description and sketch of the requested line extension.
5. A cost estimate to include materials, labor and other costs as necessary.
6. Payment terms.
7. A concise explanation of any refunding provisions, if applicable.
8. The Cooperative's estimated starting and completion date for construction of the line extension.

E. All calculations for line extension costs shall be as follows:

1. Material.
2. Direct Labor.
3. Overhead costs which are represented by all the costs which are proper capital charges in connection with the construction, other than direct material and labor costs such as:

Indirect labor

Engineering

Transportation

Taxes, (e.g., FICA, State and Federal Unemployment which are properly allocated to construction)

Insurance

Stores expense

General office expense allocated to costs of construction

Power operated equipment

Employee Pension and Benefits

Vacations and Holidays

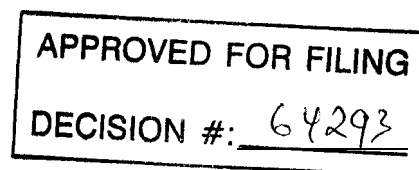
Miscellaneous expenses properly chargeable to construction

4.41 LINE EXTENSIONS TO INDIVIDUAL APPLICANTS Subject to the availability of adequate capacity and suitable character of service at the point of beginning of measurement for an extension, the Cooperative will extend its facilities without charge to all classes of customers, either overhead or underground on the following basis:

- A. EXTENSION ALLOWANCE: Subject to the criteria set forth under subsection (C) of this Section 4.41 an applicant for permanent service (except for those in duly recorded subdivisions) may be eligible for a construction credit of up to \$1,500 toward the construction costs, per metered delivery point, excluding costs of transformers and metering equipment.

It shall be the responsibility of the applicant to establish the property corners, provide a legal description and/or a survey map, to which the Cooperative is to extend electric service.

No allowance will be provided for construction costs unless the customer and the service meet the qualifications set forth under Section 4.41(C).



## B. EXTENSIONS IN EXCESS OF ALLOWANCE:

1. When a sufficient number of applicants have requested service, and it has been determined by the Cooperative in an Economic Feasibility Analysis that sufficient annual revenue (excluding Fuel and Power Cost Adjustment Charges) will be equal to at least 25% of the total construction costs, which include primary and secondary lines, service drops, and service laterals.
2. A non-refundable contribution in Aid of Construction, as determined by an Engineering estimate, less a credit of \$1,500 of construction cost for each qualified metering point, is made by the applicants) requesting the line extension. An annual minimum guarantee of 12% of construction costs in excess of the \$1,500 aid of construction (less transformers and metering equipment) is required. The minimum monthly bill shall be the normal minimum bill **established** in the Cooperative's tariff for the class of service involved, plus the minimum developed as an annual guarantee in excess of the Cooperative's construction credit.

Fuel and Power Cost Adjustments are not considered a part of the revenue used to calculate the minimum contract or Contribution in Aid of Construction.

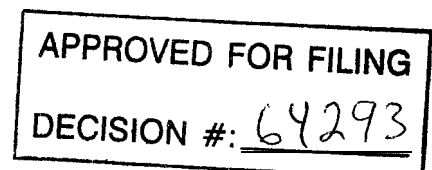
3. A refundable, non-interest bearing, Advance In Aid of Construction, as determined by an engineering estimate, less a credit of \$1,500 of construction cost for each qualified metering point, is made by the applicant. An annual minimum guarantee of 25% of the estimated construction cost in excess of the \$1,500 aid of construction (less transformers and metering equipment) is required. Such advance shall be returnable in the form of a refund at the end of each calendar year in the amount of 50 percent of the annual electric revenues (excluding fuel and power cost adjustments) received from the line extension, over and above the 25% minimum specified in the line extension agreement. The minimum monthly bill shall be the normal minimum bill established in the Cooperative's tariff for the class of service involved, plus the minimum developed as an annual guarantee in excess of the Cooperative's construction credit.

In no event shall the total of the refund payments made by the Cooperative to a depositor be in excess of the deposit amount advanced. The amounts of Contribution or Advances in Aid of Construction, as determined by an Engineering Estimate, shall be a **firm** agreed upon figure, and made a part of the Line Extension Agreement.

All construction funds provided by the customer, and not **refunded** within five (5) years from the date of receipt by the Cooperative will be considered aid of construction.

If the service to be provided is underground, the applicant(s) shall be required to provide at the applicant's expense, all necessary trenching, backfilling (including any imported backfill material) compaction, repaving and any earthwork for pull boxes, transformer pad sites, or other preparation for electrical apparatus necessary for the installation of underground facilities, all in accordance with the specifications and schedules of the Cooperative.

A pictorial explanation of the method of refund is as follows:





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Applicant "A"—

Applicant puts up refundable deposit for costs in excess of \$1,500 per metered installation.

Applicant "B"—

Applicant puts up refundable deposit for costs in excess of \$1,500 No refund is due Applicant "A" because total cost of construction to Applicant "B" exceeds \$ 1,500 per metered point.

Applicants "C" and "D"—

No charge to either applicant as costs do not exceed \$1,500 per metered point. However, the revenues (less Fuel & Power Cost Adjustments) will be credited to Applicant "A".

Applicants "E" and "F"—

No charge to either applicant as costs do not exceed \$1,500 per metered point. However, the revenues (less Fuel & Power Cost Adjustments) will be credited to Applicant "B".

## EXAMPLE OF METHOD OF REFUNDING:

Cost of Line to Applicant "A" = \$3 500.00

Advance **In** Aid of Construction required by

Applicant "A" (\$3,500 - \$1,500) = 2,000

Annual Guaranteed Minimum by

Applicant "A" (25% x 2,000) = 500

System Minimum 12 months x \$11.25 = 135 = 635

Annual Revenue from "A" = 1,200

Annual Revenue from "C" = 700

Annual Revenue from "D" = 300

Total Revenue to be applied to "A" = 2,200

Refund Calculation:

Total Revenue = 2,200

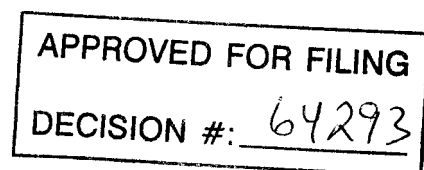
Annual Guarantee = 635

Excess Revenue = 1,565

50% of Excess Revenue

to be refunded to "A" (50% x 1,565) = \$ 782.50

At the customer's request, the Cooperative may calculate the present **value** of the required minimum guarantee that the Cooperative will accept in a lump sum payment in satisfaction of the minimum guarantee requirement.



C. QUALIFICATIONS FOR NO CHARGE EXTENSIONS: An applicant shall not be considered permanent and eligible for no charge extensions unless the applicant meets the following requirements:

1. The applicant owns, or leases, the property on which the service is required.
2. Water service is available to the property by a permanent water supply (well or central supply system connected directly to the unit, contract to furnish water to be trucked or other means approved by the appropriate Health Department). If the water supply is to be an individual well, and the well has not yet been drilled, a copy of the State Well Permit must be supplied to the Cooperative.
3. Sewage service is available to the property by either an installed septic tank system, a central sewage collection system, or a septic tank permit.
4. The applicant has installed a meter loop in a suitable location per the Cooperative's specifications.
5. A permanent type of residence exists which is defined as follows:
  - (a) A house under roof (if financing of a house cannot be approved without electric service, the Cooperative will require written assurance from the finance company and the customer that the house will be built) or a copy of the building permit.
  - (b) A mobile home placed on blocks with the wheels removed. A travel trailer will not be considered permanent.

An applicant shall qualify for a no charge line extension if 3 of the 5 listed requirements are in place at the time of application, and that the other two are met within 12 months of the service connection.

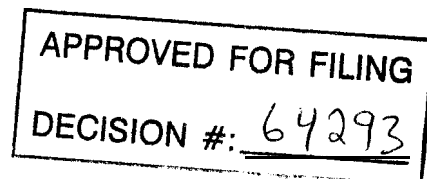
4.42 SECURITY LIGHT SERVICE: The Cooperative will supply security light service from an existing Cooperative service pole, with up to one span of service drop, at the approved monthly rate by the Cooperative. Required extensions beyond one span of service wire will be billed on an approved rate fee per extra poles and wire involved.

Security Lights must be installed on Cooperative poles only. No installations will be made on trees, buildings, or other unapproved locations.

Repairs in excess of two times a year shall be considered abnormal and be charged to the customer or the lease canceled.

4.43 ELECTRIC SERVICE WITHIN SUBDIVISIONS: Electric service will be supplied within subdivisions under one of the following plans:

- A. When a sufficient number of Applicants request service to justify the construction of electric facilities to a specified area within the subdivision, based on the Economic Feasibility Analysis, which shows a reasonable anticipation of 25 percent per year minimum revenue based on the estimated cost of construction.



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- B. A Non-Refundable Contribution in Aid of Construction in the amount to be determined by the Cooperative based on an engineering estimate (less transformers and services). An annual minimum guarantee of 12% of total construction cost shall be applicable starting at the time permanent service is established and five years thereafter.
- C. A Refundable Advance In Aid of Construction for the total construction cost based on an Engineering Estimate for the electric facilities (less transformers and services); such advance shall bear no interest. An annual minimum guarantee based on 25% of the estimated cost of construction starting 12 months after the establishing of permanent service, and thereafter for the term of the contract. The Advance in Aid of Construction shall be returnable in the form of a refund at the end of each calendar year in the amount of 50% of the annual electrical revenue (excluding fuel and power cost adjustment) within the Subdivision over and above the minimum specified in the Subdivision Agreement or as covered in Section 4.47.
- D. In **recorded** subdivisions in which the subdivision developer, for some reason, has not provided electric facilities to **all** the lots in the subdivision, and has no obligation to do so, the Cooperative will extend facilities to the undeveloped portion of the Subdivision as provided in Section 4.41. All agreements under this provision must be with the individual property owners and not the subdivision developer or owner.

Location of electric lines within a specific area of the subdivision shall be determined by the engineering department of the Cooperative and mutual agreement of the developer.

The amounts of Contribution or Advances in Aid of Construction, as determined by an Engineering estimate, shall be a firm agreed-upon figure and made a part of the Subdivision Agreement.

The developer of the subdivision shall furnish utility easements on the entire subdivision for constructing electric lines and maintenance thereof no later than when the **plat** is recorded.

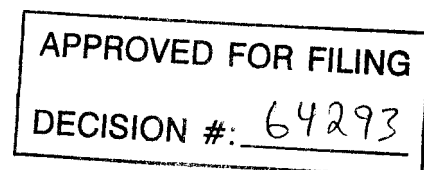
The foregoing policy is to apply where primary service is available at the subdivision site. If extension of **primary** lines to the subdivision is required the costs of the portion of line outside the subdivision may be included in the Subdivision Agreement or in a separate line extension agreement, at the Cooperative's option.

**4.44 MOBILE HOME PARKS-NEW CONSTRUCTION/ EXPANSION:** The Cooperative shall refuse service to all new construction and/or expansion of existing permanent residential mobile home parks unless the construction and/or expansion is individually metered by the Cooperative.

Permanent residential mobile home parks for the purpose of this section shall mean mobile home parks where, in the opinion of the Cooperative, the average length of stay for an occupant is a minimum of six months.

For the purpose of this section, expansion means the acquisition of additional real property for permanent residential spaces in excess of that existing at the effective date of this rule.

The Cooperative will construct all primary, secondary, and service lines within the mobile home park area to be served under the same terms and conditions applicable to subdivisions. The owner of the mobile home park shall pay for all costs of the electric **facilities** built within the mobile home park. Ownership of these **facilities** will be retained by the Cooperative. The Cooperative will furnish and install all



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transformers and meters, and the owner will furnish and install meter loops, approved by the Cooperative at each mobile home space.

4.45 RECREATION VEHICLE PARK: Service to a recreational vehicle park may be to a master meter. A recreational vehicle is defined as a vehicle-type unit primarily designed as temporary living quarters for recreational camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

The owner of the recreational vehicle park shall construct, or have constructed, all of the electrical facilities beyond the master meter. Such facilities shall conform to all applicable codes and specifications.

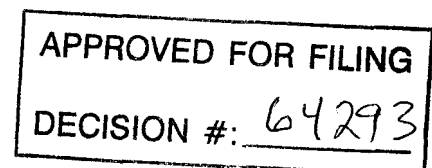
4.46 PAYMENT OF DEPOSITS AND ADVANCES: All extension agreements **shall** be signed and all applicable deposits and/or advances in aid to construction shall be paid to the Cooperative prior to commencement of construction.

4.47 GENERAL REFUND CONDITIONS: The sum of all refunds shall in no case exceed the amount advanced by the customer. Interest is not payable on money paid to the Cooperative as advances in aid of construction for extension purposes.

4.50 SUBDMSION DEVELOPMENT: The following rules and procedures are established to eliminate many of the common problems associated with the complex task of developing a new subdivision. "Subdivision" is as defined by the applicable planning and zoning ordinances.

## 4.5 1 PRECONDITIONS OF LINE EXTENSIONS WITHIN A SUBDMSION

- A. The subdivider shall **submit a** complete set of improvement plans as required and approved by the appropriate planning and zoning commission and engineer.
- B. Copies of the improvement plans of all other utilities and other facilities to be installed shall be submitted and coordinated to eliminate **conflicts** of location.
- C. For subdivisions where underground lines are anticipated, a statement of intent to install telephone and cable television lines shall be obtained from the appropriate utility and furnished to the Cooperative by the subdivision developer.
- D. Adequate easements for lines for the full potential load shall be provided. Easements for locating special equipment away from rights of way and hazardous locations may also be required.
- E. The developer shall have all property corner pins and/or markers installed necessary to establish proper locations to supply electric service to individual lots within subdivisions.
- F. The subdivider may be required to submit a reproducible translucent copy of the tentative plat at time of application for cost estimates and facilities design. At time of final recording of plat, a reproducible translucent copy of the final plat with the appropriate approval thereon will be furnished to the Cooperative.



## 4.52 PROCEDURE OF INSTALLATION

- A. The Developer shall supply **all** necessary trenching, select backfill where required, backfilling compaction and concrete work, paving and repaving, to the Cooperative's specifications pursuant to the installation of the electric equipment and lines.
- B. All streets and alleys, containing the Cooperative's electric facilities shall be within six (6) inches of the final grade prior to the excavation of the trench. If, subsequent to construction, the clearance or grade is changed in such a way as to require relocation or change of the underground facilities, or results in damage to such facilities, the cost of such relocation, change, and/or resulting repairs shall be borne by the developer.
- C. It is appropriate for electrical lines to be in a separate **trench**. **Safety and welfare mandate** there **shall** be no gas, water or sewer lines in the same trench with electric lines, except that water lines may at the Cooperative's discretion be placed in a joint trench with **electric** service lateral cables. Where not otherwise totally prohibited by this subsection or applicable safety laws, the use of a common trench with other utilities, such as telephone and cable television, shall be allowed only at the discretion of the Cooperative and if a vertical or horizontal separation of twelve (12) inches or more is maintained. Where the separation is vertical, electric facilities will be placed on the bottom.
- D. Installations shall be as specified in the Cooperative's trenching requirements as may be amended from time to time, which are available from the Cooperative's Engineering Department.

## 4.60 TEMPORARY AND DOUBTFUL PERMANENCY SERVICE:

- A. Applicants for temporary service may be required to pay the Cooperative, in advance of service establishment, the estimated cost of **installing** and removing the facilities necessary for furnishing the desired service.
- B. Where the duration of service is to be less than one month, the applicant may also be required to advance a sum of money equal to the estimated **bill** for service.
- C. Where the duration of service is to exceed one month, the applicant may also be required to meet the deposit requirements of the Cooperative.
- D. If at any time during the term of the agreement for services the character of a temporary customer's operations changes so that in the opinion of the Cooperative the customer is classified as permanent, the terms of the Cooperative's line extension rules will apply.

4.70 CONVERSION OF OVERHEAD LINE TO UNDERGROUND: When requested, the Cooperative will convert overhead lines to underground for individual customers or groups of customers as provided in A.R.S. § 40-341 et seq., as the same is amended **from** time to time. Otherwise, the following shall be applicable to the conversion of overhead line to underground line.

- A. The customer(s) shall provide all utility easements on appropriate property at no cost to the Cooperative.

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DECISION #: 64293

- B. The customer(s) shall provide all trenching, select backfill where required, backfilling, compaction and all concrete work according to the specifications of the Cooperative and local codes and shall perform all street, curb and sidewalk repairs at the customer's expense in accordance with local jurisdiction.
- C. The customer(s) shall pay to the Cooperative as a nonrefundable contribution in aid to construction the cost of the existing line at present value, less credit for salvage, if any, plus retirement cost, plus cost of underground facilities prior to the start of construction.
- D. The customer(s) shall sign any additional agreements as required.

4.71 CONVERSION FROM Single PHASE TO MULTIPHASE SERVICE: Where it is necessary to convert all or any portion of an existing overhead or underground distribution system from single phase to three phase in order to furnish three phase service to a customer, the total cost of such conversion shall be paid as a contribution in aid of construction by the customer unless deemed feasible as determined by an Economic Feasibility Study by the Cooperative.

4.80 RELOCATION OF COOPERATIVE FACILITIES: When the Cooperative is requested to relocate its facilities for the benefit and/or convenience of a customer, the customer shall pay in advance the Cooperative for the total cost of the work to be performed prior to the start of construction.

## SECTION 5 .00: RIGHTS-OF-WAY AND EASEMENTS

Each customer shall grant to the Cooperative, at no cost to the Cooperative and in a form acceptable to the Cooperative, all rights-of-way and easements on the customer's premises and leading to the customer's premises necessary to extend the Cooperative's system and provide proper service to that customer and to extend the Cooperative's system to adjoining properties. By becoming a customer of the Cooperative or otherwise permitting electricity to be delivered to property or a structure on property, the property owner thereby grants to the Cooperative the right to pass over or through the property as necessary to operate, repair and maintain Cooperative facilities. Failure to grant such easements and rights-of-way or to permit the Cooperative to pass over or through property shall be grounds for the Cooperative to refuse to initiate or continue service.

As a convenience to individuals, the Cooperative may choose to process the easement or right-of-way, provided accurate information is readily available and the customer provides a copy of the property description from the deed or other legal document acceptable to the Cooperative. The customer, however, shall remain responsible for all costs of obtaining rights-of-way, easements, licenses or permits.

Upon request of the Cooperative, the customer shall be required to provide the Cooperative with a reproducible translucent plat as recorded and approved by the City, County or Municipality having jurisdiction.

The customer or developer shall clear the utility right-of-way, including but not limited to, removal and disposal of trash and obstacles such as bushes and trees. The Cooperative shall have no obligation to commence construction or continue construction of any line or connect service if the customer or developer fails to timely clear the right-of-way in a manner acceptable to the Cooperative; provided however, the Cooperative, in its discretion, may clear the rights-of-way for a fee to be negotiated by the Cooperative, if mutually agreed between the Cooperative and the customer or developer. Once a right-of-way has been

cleared and the line therein constructed and accepted by the Cooperative, the right-of-way will be maintained by the Cooperative.

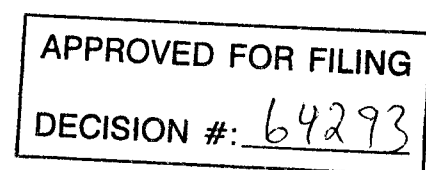
**5.10 OPERATION AND MAINTENANCE OF ELECTRICAL SYSTEM:** The Cooperative shall have the right to enter upon any portion of the customer's property as it deems necessary to inspect, operate, maintain construct, change, alter, improve, repair and make additions and subtractions to its facilities as the Cooperative may from time to time deem advisable, including by way of example and not as a limitation. the right to increase or decrease the number of conduits, poles, wires, cables, handholds, manholes, connection boxes, transformers and transformer enclosures.

**5.20 CUSTOMER WORK ON FACILITIES ADJACENT TO OR WITHIN RIGHT-OF-WAY OR EASEMENT:** When the Cooperative discovers that a customer or the customer's agent is performing work, or has constructed facilities, adjacent to or within an easement or right-of-way of the Cooperative and such work, construction or facility poses a hazard or is in violation of federal, state or local laws, ordinances, statutes, -rules or regulations, or significantly interferes with the Cooperative's access to equipment, the Cooperative shall notify the customer or customer's agent and shall take whatever actions necessary to eliminate the hazard, obstruction or violation at the customer's expense.

**5.30 PROHIBITED HOUSES, STRUCTURES, TREES AND SHRUBS:** The customer shall not construct or otherwise permit any structure, tree or shrub to be placed in or to extend into the Cooperative's easements or rights-of-way or otherwise be placed in a position where any part of a power line (transmission, primary, secondary, or service) will cross over any part of the structure. However, the Cooperative may allow existing houses, structures, trees and shrubs to remain located in its easements or rights-of way to remain, provided all the following apply:

- A. The structure, including any appurtenance, and the tree or shrub complies with the NESC and any other applicable national, state or local laws, rules, regulations and codes or such violation is deemed waivable by the Cooperative.
- B. The Cooperative determines the structure, including any appurtenance, and the tree or shrub does create an unreasonable obstacle to the Cooperative or its property.
- C. The owner signs a waiver form releasing the Cooperative of any liability, warranting no other structure, appurtenance, tree or shrub will be added and agreeing to remove or relocate the structure, tree or shrub if requested by the Cooperative.
- D. No other hazard or violation of the policy of the Cooperative is in existence.
- E. The building or structure does not extend into the right-of-way more than 25% of total right-of-way or be closer than five (5) feet to power line center line, whichever is less.

**5.40 TREE AND SHRUBBERY MAINTENANCE:** When tree limbs touch or fall on power lines or shrubbery interferes with power lines, they can **cause** various problems, such as electrical outages, line losses, property damage, personal injury and fires. Outages can also affect traffic light controls, residents on life-support systems, and other vital public **facilities**. Tree limbs that strike wires are a major cause of power outages, especially during the summer monsoon and winter seasons. A strong policy requiring the regular maintenance of trees and shrubs is necessary to help eliminate safety hazards and to ensure system reliability.



5.4 **TEN FOOT CIRCLE OF SAFETY:** It is the Cooperative's policy to require ten (10) feet of clearance around all of its power lines. Arizona utilities, including the Cooperative, are required by law to prohibit anyone **from** pruning trees and shrubs within ten (10) feet of high voltage power lines other than a qualified **line** clearance tree trimmer. Pruning trees and shrubs near any power line can be very dangerous and should be left to specially qualified line clearance tree trimmers.

5.42 **TREES AND SHRUBS IN COOPERATIVE RIGHTS-OF- WAY:** The Cooperative prohibits the planting of **trees** and shrubs within its rights-of-way and easements. It is the customer's responsibility to ensure trees and shrubs on the customer's premises do not encroach upon the Cooperative's rights-of-way or easements or create a hazard or obstruction to the public or the Cooperative's system. It is the Cooperative's policy to remove trees and shrubs within its rights-of-way and easements and to trim or prune trees and shrubs extending into its rights-of-way and easements on a regular cycle. The customer may be charged a Service Call fee for this service.

5.43 **NOTICE AND -PROCEDURE:** The Cooperative shall have complete discretion in which trees and shrubs to remove and the manner in which it trims or prunes the tree and shrub located within or extending into its rights-of-way, easements or the ten (10) foot circle of safety. The Cooperative shall not be liable for any damages to the trees or shrubs resulting from removal, trimming or pruning.

Only Cooperative personnel or a professional contractor that certifies in writing that he is qualified to work around energized power lines may perform removal, trimming and pruning activity within the Cooperative's rights-of-way and easements. No removal, trimming or pruning activity shall be undertaken in the Cooperative's rights-of-way or easements or near high voltage power lines without prior notice to the Cooperative and such activity shall be in strict compliance with **all** requirements of safety laws.

Except where an immediate hazard is present or the tree or shrub has caused or appears to be likely to cause an immediate outage,

A. The Cooperative shall (i) make a reasonable effort to provide the customer with forty-eight (48) hours notice that it will be conducting removal, trimming and pruning activities in the customer's area and (ii) attempt to provide the customer with prior notice if the Cooperative intends to remove any mature trees on the customer's premises.

**B.** If the **customer requests** time **to have the pruning**, trimming or removal **performed** by someone other than the Cooperative, the Cooperative will provide the customer a reasonable time to accomplish the removal, trimming or pruning; provided, however, the customer must have the work completed prior to the Cooperative completing its trimming and pruning in the general vicinity. The Cooperative reserves the right to refuse to allow any person to work near its power lines. The Cooperative also reserves the right to remove, trim, or prune any tree or shrub that has not been removed, trimmed, or pruned in accordance with the standards of the Cooperative.

5.44 **MAINTENANCE AROUND SERVICE LINES:** The customer is solely responsible for maintaining trees and shrubbery near service lines on the customer's property leading from the Cooperative's power pole to the customer's home or business. If the Cooperative determines that the tree or shrubbery in question is an ongoing hazard, or **does** not comply with safety laws, the tree or shrubbery must be immediately removed, trimmed or pruned as deemed necessary by the Cooperative to remove the hazard. If the customer fails to remove, trim or prune the tree or shrubbery after notice by the Cooperative, the Cooperative may remove, or at the Cooperative's discretion, trim or prune the tree or shrub at the customer's expense. The Cooperative strongly recommends that customers hire a professional line



# ORIGINAL

clearance tree trimmer and be assured in writing that the tree trimmer is qualified to work around energized power lines in fulfilling this responsibility.

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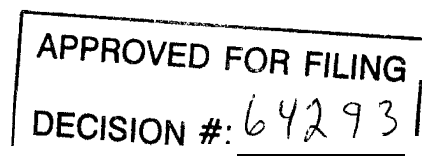


EXHIBIT "A"

Acct.# \_\_\_\_\_ ID: \_\_\_\_\_

Security Deposit may be waived with  
proof of ownership or letter of credit  
Date of connect: \_\_\_\_\_

Description	Amount
Membership Fee	
Establishment Fee	
Security Deposit	
Temp. to Perm. Charge	
TOTAL	

Welcome To The Area Served By

**"NAVOPACHE"**

Lakeside, Arizona

## APPLICATION FOR MEMBERSHIP AND ELECTRIC SERVICE

Date \_\_\_\_\_ Residential Service: Seasonal ☐ Year Round ☐  
 Name of Applicant \_\_\_\_\_ Property Owner ☐ Tenant ☐ Agent ☐  
 Name of Spouse \_\_\_\_\_ Location of Service \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_

The undersigned (the "Applicant") hereby applies for membership in and agrees to purchase electric service from NAVOPACHE ELECTRIC COOPERATIVE, INC., (the "Cooperative") upon the following terms and conditions.

1. The Applicant will pay to the cooperative the sum of \$5.00, which, if this Applicant is accepted by the Cooperative, will constitute the Applicants Membership Fee.
2. The Applicant will comply with and be bound by the provisions of the articles, bylaws and policies of the Cooperative, as amended or supplemented from time to time, including those set forth in the Policy Manual, as well as such rules and regulations as may from time to time be adopted by the applicable Regulatory Commission.
3. The Applicant, by paying a membership fee and becoming a member, assumes no personal liability or responsibility for any debts or liabilities of the Cooperative, and it is expressly understood that under law his private property cannot be attached for any such debts or liabilities.
4. By applying for membership and electric service, the Applicant hereby grants the Cooperative the perpetual right across, over, under or through the property for which service is requested to run service (including service lift poles, lines and appurtenances), to cut and trim trees and shrubbery, to read meters and to remove, extend, operate, maintain, replace, add to and repair Cooperative facilities as deemed necessary by the Cooperative in the ordinary course of business, and for ingress and egress related thereto. This grant applies to any subsequent services the Applicant obtains and is in addition to any other grant provided by the Applicant, its predecessors or successors.
5. The Applicant is responsible for clearing of all utility rights-of-ways required for the benefit of the Applicant prior to construction of a power line by the Cooperative to serve the Applicant. The Cooperative at its option may clear the right of way and add the cost thereof to the total construction costs to be paid by Applicant. Where the applicant performs the clearing, all the Cooperative's specifications shall be met and the Applicant assumes full responsibility for damage incurred during the clearing work or in the event of recall work.

Please indicate type and kind of life support system, if any:

The undersigned, having read this document in its entirety, warrants that all the information is true, correct and complete and that I have authority to execute it and perform all acts stated herein.

Applicants Signature \_\_\_\_\_

Home Phone No. \_\_\_\_\_  
 Social Security No. \_\_\_\_\_  
 Add'l Soc Sec No. \_\_\_\_\_  
 Date of Birth \_\_\_\_\_  
 Add'l Date of Birth \_\_\_\_\_  
 Name and Address \_\_\_\_\_  
 Of nearest relative \_\_\_\_\_

Business Phone No. \_\_\_\_\_  
 Marital Status \_\_\_\_\_  
 Drvrs Lic No. \_\_\_\_\_  
 Add'l Drvrs Lic No. \_\_\_\_\_  
 Employment \_\_\_\_\_  
 Previous Electric Co. \_\_\_\_\_

Please initial indicating that you have received copy of Bylaws and Policy Manual. \_\_\_\_\_

Application Taken by \_\_\_\_\_

In Person ☐ Letter ☐**APPROVED FOR FILING****DECISION #:** 64293

ORIGINAL

EXHIBIT "B"

**Navopache Electric Cooperative, Inc.**  
Lakeside, Arizona

**LEVELIZED BILLING PLAN AGREEMENT**

PARTIES:

DATE:

NAVOPACHE ELECTRIC COOPERATIVE, INC., hereinafter referred to as the "Cooperative: and

NAME  
SERVICE ADDRESS  
METER#  
BILLING ADDRESS

ACCOUNT #  
CYCLE

Hereinafter referred to as the "Customer"

Availability: Levelized Billing Plans are only available to residential customers (i) whose accounts have been active for the twelve (12) months immediately preceding the date of the agreement and (ii) have had a satisfactory credit history during that time period. The Cooperative reserves the right to determine when payments under a Levelized Billing Plan may commence.

I, the undersigned, do hereby agree to the terms and conditions of the Levelized Billing Plan as covered by this agreement, for the purpose of paying equal monthly installments the estimated total charges for electric service for the twelve month period following the effective date.

Any estimates furnished by the Cooperative shall not be construed by the Customer as a guarantee or assurance that actual charges shall not exceed the estimates. Accordingly, the Cooperative reserves the right at any time during the term of this agreement to adjust the Customer's installments to reflect changes in the Customers estimated total charges.

It is understood by the Customer that the total of all installments includes no finance charge whatsoever, and that the Customers account shall not be considered delinquent even if actual monthly charges exceed the installments paid as long as the Customer performs accordingly to the terms and conditions of this agreement.

Once the initial twelve (12) month period is completed, the agreement shall continue from year to year beginning with the August billing period, unless cancelled for cause or mutual agreement.

August is considered the catch-up month. The Customer shall pay any amount of actual charges in excess of the total of all installments paid when billed each August. Any credit balance reflected in the August billing will be applied towards the monthly Levelized Billing Plan amount each month until the credit balance is gone.

For the initial period of this agreement, the Customer agrees to pay \$ (estimated total charges for electric service in equal monthly installments of \$ no later than the past due date of the billing cycle in which the Customer resides.

This agreement may be cancelled by either party upon thirty (30) days written notice to the other, provided the Cooperative reserve the right to cancel this agreement at any time that one (1) of the Customer's scheduled installments becomes delinquent.

Should Navopache Electric Cooperative find it necessary to retain legal services to enforce its rights under this contract at law or equity, Customer agrees to pay all legal fees and ~~costs incurred by Navopache~~ Electric Cooperative.

This agreement shall be effective for billings after \_\_\_\_\_

**APPROVED FOR FILING**

**DECISION #** 642931

\_\_\_\_\_  
Cooperative Representative

\_\_\_\_\_  
Customer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**ORIGINAL****DEFERRED PAYMENT AGREEMENT****PARTIES:**

NAVOPACHE ELECTRIC COOPERATIVE, INC., hereinafter referred to as the "Cooperative: and

NAME \_\_\_\_\_ ACCT. NO. \_\_\_\_\_

SERVICE ADDRESS \_\_\_\_\_

METER NO. \_\_\_\_\_ LOCATION NO. \_\_\_\_\_ DISTRICT \_\_\_\_\_

BILLING ADDRESS \_\_\_\_\_

Hereinafter referred to as the "Customer"

I, the undersigned, do hereby request and agree to the following terms and conditions of the Deferred Payment Agreement for the purpose of paying in installments a delinquent amount due under the electric service account referenced above.

The Customer agrees to pay \$ \_\_\_\_\_ in \_\_\_\_\_ monthly installments as follows:

Payment No. 1 \$ \_\_\_\_\_ not later than \_\_\_\_\_

Payment No. 2 \$ \_\_\_\_\_ not later than \_\_\_\_\_

Payment No. 3 \$ \_\_\_\_\_ not later than \_\_\_\_\_

The Customer also agrees to deliver all payments in person or by first class mail so that they will be received by the Cooperative not later than the due dates at the business office indicated below.

As a continuing condition for the term of this agreement, the Customer also agrees to pay the current amount due on all future electric service bills by the past due date.

During the term of this agreement the Cooperative shall not terminate electric service for nonpayment at the Customer's address indicated above unless the terms or conditions of this agreement are violated by the Customer. If the Customer violates any terms or conditions, the Customer's electric service shall be terminated upon at least 2 days after hand delivery or 5 days after mailing.

It is understood by the Customer that the total of installment payments includes no finance charge whatsoever, and that upon fulfillment of the terms and conditions of this agreement, the Cooperative shall consider the delinquent amount due paid in full by the Customer.

Should Navopache Electric Cooperative find it necessary to retain legal services to enforce its rights under this contract at law or equity, Customer agrees to pay all legal fees and costs incurred by Navopache Electric Cooperative.

The term of this agreement is from \_\_\_\_\_ through \_\_\_\_\_

\_\_\_\_\_  
Cooperative Representative\_\_\_\_\_  
Customer

Office \_\_\_\_\_

\_\_\_\_\_  
Date

Address \_\_\_\_\_

Date \_\_\_\_\_

APPROVED FOR FILING

DECISION #: 64293

ORIGINAL

**Navopache Electric Cooperative, Inc.**  
Lakeside, Arizona

## ENGINEERING SURVEY CONTRACT

THIS AGREEMENT made this day of \_\_\_\_\_, 20\_\_\_\_, between Navopache Electric Cooperative, Inc., hereinafter called "Cooperative" and \_\_\_\_\_ hereinafter called "Customer" for engineering services associated with the extension of electric power lines to or within the following described property:

It is mutually agreed that:

1. The Customer agrees to reimburse the Cooperative for the cost of any engineering surveys performed by the Cooperative that are the result of changes requested by the Customer, or required as the result of easement problems, at the Cooperative's current costs.
2. The Customer will pay the Cooperative for all costs incurred for any engineering surveys if no construction is started within six months of the date of the initial survey request. If the construction is started within six months, these costs will become part of the construction costs.
3. All engineering surveys and estimates will be good for a period of six months; after six months, a revised survey will be required.
4. The Cooperative may require an advance for engineering survey.
5. Should Navopache Electric Cooperative find it necessary to retain legal services to enforce its rights under this contract at law or equity, Customer agrees to pay all legal fees and costs incurred by Navopache Electric Cooperative.

NAVOPACHE ELECTRIC COOPERATIVE, INC.

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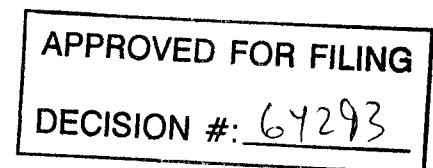
Customer

---

Title

By: \_\_\_\_\_

---

Title

Navopache Electric Cooperative, Inc.  
Lakeside, Arizona

AGREEMENT FOR PURCHASE OF ELECTRIC SERVICE

AGREEMENT made \_\_\_\_\_ 20\_\_\_\_\_, between Navopache Electric Cooperative, Inc., (hereinafter called the "Seller") and \_\_\_\_\_ (hereinafter called the "Consumer" a corporation, partnership or individual (strike inapplicable) designations).

WITNESSETH:

The Seller agrees to sell and to deliver to the Consumer, and the Consumer agrees to purchase and received from the Seller all of the electric power and energy which the Consumer may need at \_\_\_\_\_ upon the following terms:

1 Service Characteristics

Service hereunder shall be alternating current, \_\_\_\_\_ phase, 60 Hertz. \_\_\_\_\_ Volts.

2. Payment

a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule \_\_\_\_\_ attached to and made part of this agreement. Consumer shall pay to the Seller not less than \$ \_\_\_\_\_ per month for service or for having service available hereunder. The minimum monthly charges shall apply to each month in the year. A Consumer may choose to make an advance payment for future electric service, the amount of payment to be user's own determination.

b. The initial billing period shall start when Consumer begins using electric power and energy, or five (5) days after the Seller is notified the Consumer in writing that service is available hereunder, whichever shall occur first.

c. Electric bills will be subject to payment in full upon presentation of bill. Unpaid accounts will become past due after 15 days from date of billing. All unpaid accounts shall be subject to disconnection 10 days from past due date. Disconnection of service shall not cause minimum charges to cease.

d. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric energy at wholesale is modified, the Seller may make a corresponding modification in the rate service hereunder.

3. Continuity of Service

The Seller shall use reasonable diligence to provide a constant and uninterrupted supply of electric power and energy; but if such supply shall fail or be interrupted, or become defective through an act of God, or the public enemy, or by accident, strikes, labor troubles, or by action of the elements, or inability to secure right of way, or other permits needed, or for any other cause beyond the reasonable control of the Seller, the Seller shall not be liable therefor.

4. Membership

The Consumer may become a member of the Seller, shall pay the membership fee and be bound by the provisions of the articles of incorporation and bylaws of the Seller and by such rules and regulations as may from time to time be adopted by the Seller.

5. Term

This agreement shall become effective on the date service is first made available hereunder by the Seller to the Consumer, and shall remain in effect for a period of five (5) years and thereafter until either party gives to the other thirty (30) days notice in writing.

6. Succession

This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto. If the Consumer should sell, transfer, lease or in any manner dispose of the property described in this agreement, the Consumer will be held responsible for all charges due the Seller until an Agreement for Purchase of Electric Service has been entered into by the purchaser, assignee or lessee.

7. This contract, including the tariff made a part hereof, shall at all times be subject to such changes or modifications as shall be ordered from time to time by any legally constituted regulatory body having jurisdiction to require such changes or modifications.

8. Should Navopache Electric Cooperative find it necessary to retain legal services to enforce its rights under this contract at law or equity, Consumer agrees to pay all legal fees and costs incurred by Navopache Electric Cooperative.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives all as of the day and year first above written.

NAVOPACHE ELECTRIC COOPERATIVE, INC.

CONSUMER

SPOUSE

By

APPROVED FOR FILING

DECISION #: 64293

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

AGREEMENT FOR PURCHASE OF THREE PHASE POWER

AGREEMENT made \_\_\_\_\_ 20\_\_\_\_, between Navopache Electric Cooperative, Inc. (hereinafter called the "Seller") and \_\_\_\_\_ (hereinafter called the "Consumer"), a corporation, partnership or individual (strike inapplicable designation).

WITNESSETH:

The Seller agrees to sell and to deliver to the Consumer, and the Consumer agrees to purchase and receive from the Seller all of the electric power and energy which the Consumer may need at \_\_\_\_\_ up to \_\_\_\_\_ KVA upon the following terms:

1. Service Characteristics

Service hereunder shall be alternating current. \_\_\_\_\_ phase. 60 Hertz. \_\_\_\_\_ Volts.

2. Payment

a. The Consumer shall pay the Seller for service hereunder at the rates and upon the terms and conditions set forth in Schedule \_\_\_\_\_ attached to and made a part of this agreement. Notwithstanding any provision of the Schedule, however, and irrespective of the Consumer's requirements, the Consumer shall pay to the Seller not less than \$\_\_\_\_\_ per month for service or for having service available hereunder.

b. The initial billing period shall start when Consumer begins using electric power and energy or five (5) days after the Seller notifies the Consumer in writing that service is available hereunder, whichever shall occur first.

c. Electric bills will be subject to payment in full upon presentation of bill. Unpaid accounts will become past due after 15 days from date of billing. All unpaid accounts shall be subject to disconnection 10 days from past due date. Disconnection of service shall not cause minimum charges to cease.

d. The Consumer agrees that if, at any time, the rate under which the Seller purchases electric energy at wholesale is modified, the Seller may make a corresponding modification in the rate for service hereunder.

3. Continuity of Service

The Seller will strive to furnish adequate, efficient and reasonable service. Interruption of service should be reported promptly by the Consumer to the Seller. The Seller will endeavor to restore service within a reasonable time.

The Seller will use reasonable diligence to furnish a regular and uninterrupted supply of energy; however, interruptions or partial interruptions may occur or service may be curtailed or fail as a result of circumstances beyond the control of the Seller, public enemies, accidents, strikes, legal processes, governmental restrictions, fuel shortages, breakdown or damages to generation, transmission or distribution facilities of the Seller, repairs or changes in the Seller's generation, transmission or distribution facilities. Consumers whose service requirements exceed those normally provided should advise the Seller and contract for additional facilities as may be required. The Seller will not, under any circumstances, contract to provide 100 percent reliability.

4. Membership

The Consumer may become a member of the Seller, paying the membership fee and being bound by the provisions of the articles of incorporation and bylaws of the Seller and by such rules and regulations as may from time to time be adopted by the Seller.

5. Term

This agreement shall become effective on the date first above written and shall remain in effect until five (5) years following the start of the initial billing period and thereafter until terminated by either party giving to the other one (1) month's notice in writing.

6. Succession

This agreement shall be binding upon and inure to the benefit of the successors, legal representatives and assigns of the respective parties hereto.

7. This contract including the tariff, made a part hereof, shall at all times be subject to such changes or modifications as shall be ordered from time to time by any legally constituted regulatory body having jurisdiction to require such changes or modifications.

8. Should Navopache Electric Cooperative find it necessary to retain legal services to enforce its rights under this contract at law or equity, Consumer agrees to pay all legal fees and costs incurred by Navopache Electric Cooperative.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives all as of day and year first above written.

NAVOPACHE ELECTRIC COOPERATIVE, INC.

CONSUMER

By \_\_\_\_\_

SPOUSE

ATTEST: \_\_\_\_\_

APPROVED FOR FILING

DECISION #: 64293

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

AGREEMENT FOR ELECTRIC SERVICE  
TO IRRIGATION AND WATER PUMPING SERVICE

AGREEMENT made \_\_\_\_\_, 20\_\_\_\_, between Navopache Electric Cooperative, Inc. (herein-  
after called the "Cooperative") and \_\_\_\_\_  
(hereinafter called the Consumer").

WHEREAS, the Cooperative will have electric power and energy available for sale at Consumer's premises as  
soon as certain electric lines and facilities are constructed.

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

The Cooperative agrees to sell and deliver to the Consumer, and the Consumer agrees to purchase and pay for  
electric power and energy sufficient to operate \_\_\_\_\_ horsepower irrigation pump motor at  
\_\_\_\_\_ upon the following terms:

1. Service Characteristics

a. Service hereunder shall be alternating current. \_\_\_\_\_ Phase. 60 Hertz. \_\_\_\_\_ Volts.

b. The Consumer agrees not to use the electric power and energy furnished hereunder as an auxiliary or  
supplement to any other source of power and that electric power and energy purchased hereunder will not be  
resold.

2. Payment

a. Consumer shall pay the Cooperative for service hereunder at the rates and upon the terms and  
conditions set forth in Schedule \_\_\_\_\_ attached and made a part of this agreement Notwithstanding any  
provision of the Schedule, however, and irrespective of the Consumer's requirements, the Consumer shall pay to  
the Cooperative not less than \$\_\_\_\_\_ per month for service, or for having service available  
hereunder during the term hereof, provided, however, that Cooperative shall make available electric power and  
energy hereunder on or before \_\_\_\_\_.

b. The initial billing period shall start when Consumer begins using electric power and energy, or five (6)  
days after the Cooperative notifies the Consumer in writing that service is available hereunder, whichever shall  
occur first.

c. Electric bills will be subject to payment in full upon presentation of bill. Unpaid accounts will become  
past due after 15 days from date of billing. All unpaid accounts shall be subject to disconnection 10 days from past  
due date. Disconnection of service shall not cause minimum charges to cease.

3. Membership

The Consumer may become a member of the Cooperative, paying the membership fee and being bound by the  
provisions of the articles of incorporation and bylaws of the Cooperative and by such rules and regulations as may  
from time to time be adopted by the Cooperative.

4. Right of Access

Duly authorized representatives of Cooperative shall be permitted to enter Consumer's premises at all  
reasonable times in order to carry out the provisions hereof.

5. Continuity of Service

The Seller will strive to furnish adequate, efficient and reasonable service. Interruption of service should be  
reported promptly by the Consumer to the Seller. The Seller will endeavor to restore service within a reasonable  
time.

The Seller will use reasonable diligence to furnish a regular and uninterrupted supply of energy; however,  
interruptions or partial interruptions may occur or service may be curtailed or fail as a result of circumstances  
beyond the control of the Seller, public enemies, accidents, strikes, legal processes, governmental restrictions,  
fuel shortages, breakdown or damages to generation, transmission or distribution facilities of the Seller, repairs or  
changes in the Seller's generation, transmission or distribution facilities. Consumers whose service requirements  
exceed those normally provided should advise the Seller and contract for additional facilities as may be required.  
The Seller will not, under any circumstances, contract to provide 100 percent reliability.

6. Term

This Agreement shall become effective on the date first above written and shall remain in effect for a period of  
five (5) years and thereafter from year to year until terminated by either party giving to the other 1 month's notice in  
writing.

7. Succession

This Agreement shall be binding upon and inure to the benefit of the successor, legal representatives and  
assigns of the respective parties hereto.

6. This contract, including the tariff made a part hereof, shall at all times be subject to such changes or  
modifications as shall be ordered from time to time by any legally constituted regulatory body having jurisdiction to  
require such changes or modifications.

9. Should Navopache Electric Cooperative find it necessary to retain legal services to enforce its rights under  
this contract at law or equity, Consumer agrees to pay all legal fees and costs incurred by Navopache Electric  
Cooperative.

NAVOPACHE ELECTRIC COOPERATIVE, INC.

CONSUMER

By

PRESIDENT

A-I-I-EST:

APPROVED FOR FILING

DECISION #: 64293



Navopache Electric Cooperative, Inc.  
Lakeside, Arizona

ADDRESS \_\_\_\_\_

## SECURITY LIGHT SERVICE CONTRACT

Contract made \_\_\_\_\_ 20 \_\_\_\_\_, between Navopache Electric Cooperative, Inc. and \_\_\_\_\_ under the following conditions:

BOOK NO. \_\_\_\_\_ SEQ. NO. \_\_\_\_\_

COST OF SERVICE .

ACCT. NO. \_\_\_\_\_

Net monthly rate for installation on an existing, approved pole

☐ Lamp Size \_\_\_\_\_ Watt High Pressure Sodium S \_\_\_\_\_ per month, plus fuel adjustment for \_\_\_\_\_ KWH

Net monthly rate for installation where a new pole, or additional poles are required

☐ Lamp Size \_\_\_\_\_ Watt High Pressure Sodium S \_\_\_\_\_ per month, plus fuel adjustment for \_\_\_\_\_ KWH

Plus: Each 30 foot pole with conductor S \_\_\_\_\_ per month

TOTAL S - per month

All prices are **subject** to change as may be approved by the Arizona Corporation Commission and the Public Service Commission of New Mexico.

## CONDITION OF SERVICE

a. Installation of all lamps, poles and fixtures shall be at the expense of the Cooperative, and remain the property of the Cooperative.

b. Maintenance and repair shall be the responsibility of the Cooperative for normal operational problems limited to two (2) repair calls per year. Excess vandalism or intentional damage to the light or associated equipment shall be billed to the Consumer at the Cooperative's actual cost, and are grounds for cancellation of this Contract.

c. It shall be the duty of the Consumer to report to the Cooperative the failure or incorrect operation of Security Lights under this Contract. The Cooperative will, as soon as possible, **during regular** working hours, perform the necessary maintenance repairs and restore proper **lighting service**.

d. This **Service** Contract is established for a minimum of one year and is automatically renewable on a year to year basis thereafter, and is subject to the rates and regulations of the Cooperative's operation.

e. Should Navopache Electric Cooperative find it **necessary** to retain legal **services** to enforce its rights under this contract at law or equity, Consumer agrees to pay all legal fees and costs incurred by Navopache Electric Cooperative.

NAVOPACHE ELECTRIC COOPERATIVE, INC.

Consumer \_\_\_\_\_

By \_\_\_\_\_

APPROVED FOR FILING

DECISION #: 64293

INDIVIDUAL LINE EXTENSION AGREEMENT  
REFUNDABLE

ORIGINAL

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Navopache Electric Cooperative, Inc., hereinafter called "Seller" and \_\_\_\_\_ hereinafter called "Consumer".

## WITNESSETH:

The Seller agrees to sell and deliver to Consumer, who in turn agrees to purchase and receive from the Seller all of the electric power and energy alternating current, \_\_\_\_\_ Phase, 80 Hertz, \_\_\_\_\_ Volts, which Consumer may need at the following described property:

NOW, THEREFORE, it is mutually covenanted and agree as follows:

1. Consumer shall grant to Seller all necessary utility easements, free of encumbrances, applying to the consumer's property, to enable electric distribution system construction, maintenance and operation. Said easements shall, upon notification by Seller to Consumer, be and remain free of any and all obstructions, man made or natural, which are or could be with \_\_\_\_\_ feet of the Seller's line and equipment. If Consumer fails to remove such obstructions upon notice, Seller may do so and bill all charges to Consumer.

2. All personal and real property appurtenances necessarily used in construction, maintenance and operation of said distribution system shall remain and be the property of Seller.

3. Term, of payment shall be as per attached Schedule \_\_\_\_\_, made a part of this agreement and the minimum service shall be \$ \_\_\_\_\_ per month (exclusive of fuel escalation charges).

4. The Consumer shall pay \$ \_\_\_\_\_ as an Advance in Aid of Construction, based upon Engineer's Estimate Of total construction cost.

5. Electric bills will be subject to payment in full upon presentation of bill. Unpaid accounts will become past due after 15 days from date of billing. All unpaid accounts shall be subject to disconnection 10 days from past due date. Disconnection of service shall not cause minimum charges to cease.

6. The advance in aid of construction shall be returnable in the form of a refund at the end of each calendar year in the amount of 50 percent of the annual electric revenue (excluding fuel and power cost adjustments) received from the line extension under contract, over and above the 25% minimum specified in this agreement. Such refunds shall continue until the entire advance is refunded to Consumer, or until this agreement terminates, whichever occurs first.

7. Total construction costs (less transformers) are defined as all construction costs incurred by Seller for the construction of this power line extension.

8. The anniversary date for computation of refunds shall be December 31, and the 25% base for refund shall be prorated prior to the first anniversary as of the date electric service is first made available.

9. This agreement shall be and remain in effect for a period of five (5) years from date first above written, and any sums not refunded upon date of termination shall be and become the property of the Seller.

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

## 10. Continuity of Service

The Seller will strive to furnish adequate, efficient and reasonable service. Interruption of service should be reported promptly by the Consumer to the Seller. The Seller will endeavor to restore service within a reasonable time.

The Seller will use reasonable diligence to furnish a regular and uninterrupted supply of energy; however, interruptions or partial interruptions may occur or service may be curtailed or fail as a result of circumstances beyond the control of the Seller, public enemies, accidents, strikes, legal processes, governmental restrictions, fuel shortages, breakdown or damages to generation, transmission or distribution facilities of the Seller, repairs or changes in the Seller's generation, transmission or distribution facilities. Consumers whose service requirements exceed those normally provided should advise the Seller and contract for additional facilities as may be required. The Seller will not, under any circumstances, contract to provide 100 percent reliability.

11. Should Seller find it necessary to retain legal services to enforce his rights under this contract at law or equity, Consumer agrees to pay all legal fees and costs incurred by Seller should Seller be successful.

12. This agreement shall inure to and be binding upon the heirs, administrators, executors, assigns or successors in interest of Seller and Consumer.

13. This agreement is subject to all legally imposed city, county, State and Federal laws and changes in laws, tariffs, taxes, orders or directives, and the same, as applicable, are made a part hereof.

14. The estimated starting date for construction is \_\_\_\_\_, and the estimated date of completion is \_\_\_\_\_.

15. A sketch of the proposed construction is attached hereto as Exhibit "A".

APPROVED FOR FILING

DECISION #: 64293

ORIGINAL

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in person and/or through their legally appointed representatives the day and year first above written.

NAVOPACHE ELECTRIC COOPERATIVE, INC.

\_\_\_\_\_  
OWNER

By \_\_\_\_\_  
PRESIDENT

ATTEST.

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SECRETARY

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss.

This instrument was acknowledged before me, the undersigned Notary Public this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, by

My Commission Expires:

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ } ss.

Before me, the undersigned Notary Public personally appeared \_\_\_\_\_  
who acknowledged himself to be the President of Navopache Electric Cooperative, Inc., a corporation and that he as such officer being duly  
authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation by  
himself as such officer this \_\_\_\_\_ day of \_\_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

APPROVED FOR FILING

DECISION #: 64293

ORIGINAL

INDIVIDUAL LINE EXTENSION AGREEMENT  
NON REFUNDABLE

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT, made this   e   v   of   20, between Navopache Electric Cooperative, Inc., hereinafter called "Seller" and \_\_\_\_\_, hereinafter called "Consumer".

## WITNESSETH:

The Seller agrees to sell and deliver to Consumer, who in turn agrees to purchase and receive from the Seller all of the electric power and energy alternating current, \_\_\_\_\_ Phase, 60 Hertz, Volts, which Consumer may need at the following described property:

upon the following terms as mutually covenanted.

1. Consumer shall grant to Seller all necessary utility easements, free of all encumbrances, applying to the Consumer's property, to enable electrical distribution system construction, maintenance and operation. Said easements shall, upon notification by Seller to Consumer, be and remain free of any and all obstructions, man made or natural, which are or could be within \_\_\_\_\_ feet of Seller's lines and equipment. If consumer fails to remove such obstruction upon notice, Seller may do so and bill all charges to Consumer.

2. All personal and real property appurtenances necessarily used in construction, maintenance and operation of said distribution system shall be and remain the property of Seller.

3. Term, of payment shall be as per attached Schedule \_\_\_\_\_, made a part of this agreement, and the minimum service shall be \$ \_\_\_\_\_ per month (exclusive of fuel escalation charges).

4. The Consumer shall pay \$ \_\_\_\_\_ as a contribution in aid of construction, based upon Engineer's Estimate of total construction cost.

5. Electric bills will be subject to payment in full upon presentation of bill. Unpaid accounts will become past due after 15 days from date of billing. All unpaid accounts shall be subject to disconnection 10 days from past due date. Disconnection of service shall not cause minimum charges to cease.

## 6. Continuity of Service

The Seller will strive to furnish adequate, efficient and reasonable service. Interruption of service should be reported promptly by the Consumer to the Seller. The Seller will endeavor to restore service within a reasonable time.

The Seller will use reasonable diligence to furnish a regular and uninterrupted supply of energy; however, interruptions or partial interruptions may occur or service may be curtailed or fail as a result of circumstances beyond the control of the Seller, public enemies, accidents, strikes, legal processes, governmental restrictions, fuel shortages, breakdown or damages to generation, transmission or distribution facilities of the Seller, repairs or changes in the Seller's generation, transmission or distribution facilities. Consumers whose service requirements exceed those normally provided should advise the Seller and contract for additional facilities as may be required. The Seller will not, under any circumstances, contract to provide 100 percent reliability.

7. Should Seller find it necessary to retain legal services to enforce its rights under this contract at law or equity, Consumer agrees to pay all legal fees and cost incurred by Seller, should Seller be successful.

8. This agreement shall inure to and be binding upon the heirs, administrators, executors, assigns or successors in interest of Seller and consumer.

9. This agreement shall become effective on the date service is first made available and shall remain in effect for a period of five (5) years from date first above written.

10. This agreement is subject to all legally imposed city, county, State and Federal laws and changes in laws, tariffs, taxes, orders or directives, and the same, as applicable, are made a part hereof.

11. The estimated starting date is \_\_\_\_\_ and the estimated date of completion is \_\_\_\_\_

12. A sketch of the proposed construction is attached hereto as Exhibit -A-.

IN WITNESS WHEREOF, the parties hereto have set their hand and seals in person and/or through their legally appointed representatives, the day and year first above written.

NAVOPACHE ELECTRIC COOPERATIVE INC.

CONSUMER

By \_\_\_\_\_

BY \_\_\_\_\_

TITLE

ATTEST: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss.

This instrument was acknowledged before me, the undersigned Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_ ss.

Before me, the undersigned Notary Public personally appeared \_\_\_\_\_ who acknowledged himself to be the \_\_\_\_\_ of Navopache Electric Cooperative, Inc., a corporation and that he as such officer being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation by himself as such officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public

APPROVED FOR FILING

DECISION #: 64293

ADDRESS \_\_\_\_\_  
\_\_\_\_\_SUBDIVISION AGREEMENT  
REFUNDABLE

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Navopache Electric Cooperative, Inc., hereinafter called "Seller" and \_\_\_\_\_ hereinafter called "Consumer".

## WITNESSETH:

THAT, **WHEREAS**, Consumer is fee owner of \_\_\_\_\_  
a subdivision in the County of \_\_\_\_\_, State of \_\_\_\_\_ described as follows:

needing electric power, lines, primary and secondary **service**, and whereas, Seller has such energy and facilities. Such facilities are described as follows:

APPROVED FOR FILING

DECISION #: 64293

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

1. Consumer shall grant to Seller all necessary utility easements, free of **encumbrances**, within the aforementioned subdivision to enable electric distribution system construction, maintenance and operation. Said easements shall, upon notification by Seller to Consumer, be and remain free of any and all obstructions, man made or natural, which are or could be within \_\_\_\_\_ feet of the Seller's line and equipment. If Consumer fails to remove such obstructions upon notice, Seller may do so and bill all charges to Consumer.

2. All personal and real **property** appurtenances necessarily used in construction, maintenance and operation of said distribution system shall remain and be the property of Seller.

3. Consumer shall deposit \$\_\_\_\_\_ as an advance in aid of construction, based on Engineer's Estimate of total construction costs.

4. The advance in aid of construction shall be refundable to Consumer when within any one calendar year, gross power sales within the subdivision exceeds 25% of the total cost of construction. In such case, Seller shall refund to Consumer 50% of said excess as repayment of advance. Such refunds shall continue until the entire advance is repaid to Consumer, or until this agreement terminates, whichever occurs first. Fuel Adjustment **costs** are not considered a part of the revenue used to calculate minimum.

5. In the event that the aforementioned annual gross sales do not equal 25% of **the said** advance during any one year during the term of this agreement, Consumer agrees to pay to Seller the difference between the gross power sales and twenty-five percent.

6. Total construction costs (less transformers and services) are defined as all construction costs incurred by Seller in the subdivision during the term of this agreement.

7. The anniversary date from computation of refunds shall be December 31, and the 25% base for refund shall be prorated prior to the first anniversary as of the date electric service is first made available.

8. This agreement shall be and remain in effect for a period of five (5) years from date first above written, and any sums not refunded upon date of termination shall be and become the property of the Seller.

ORIGINAL

9. continuity of Service

The Seller will strive to furnish adequate, efficient and reasonable service. Interruption of service should be reported promptly by the Consumer to the Seller. The Seller will endeavor to restore service within a reasonable time.

The Seller will use reasonable diligence to furnish a regular and uninterrupted supply of energy; however, interruptions or partial interruptions may occur or service may be curtailed or fail as a result of circumstances beyond the control of the Seller, public enemies, accidents, strikes legal processes, governmental restrictions, fuel shortages, breakdown or damages to generation, transmission or distribution facilities of the Seller, repairs or changes in the Seller's generation, transmission or distribution facilities. Consumers whose service requirements exceed those normally provided should advise the Seller and contract for additional facilities as may be required. The Seller will nor, under any circumstances. Contract to provide 100 percent reliability.

10. Should Navopache Electric Cooperative find it necessary to retain legal services to enforce its rights under this contract at law or equity, Consumer agrees to pay all legal fees and costs incurred by Navopache Electric Cooperative.

11. This agreement shall inure to and be binding upon the heirs, administrators, executors, assigns or successors in interest of Seller and Consumer.

12. This agreement is subject to all legally imposed city, county, State and Federal laws and changes in laws, tariffs, taxes, orders or directives, and the same, as applicable, are made a part hereof.

13. The estimated starting date of the construction is \_\_\_\_\_, and the estimated date of completion is \_\_\_\_\_

14. A sketch of the proposed construction is attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in person and/or through their legally appointed representatives the day and year first above written.

NAVOPACHE ELECTRIC COOPERATIVE, INC.

OWNER

By

PRESIDENT

ATTEST:

By

TITLE

SECRETARY

STATE OF

COUNTY OF

ss.

This instrument was acknowledged before me, the undersigned Notary public this \_\_\_\_\_ day of \_\_\_\_\_, by \_\_\_\_\_

My Commission Expires:

Notary Public

STATE OF

COUNTY

ss.

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ who acknowledged himself to be the President of Navopache Electric Cooperative, Inc., a corporation and that he as such officer being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation by himself as such officer this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

My Commission Expires

APPROVED FOR FILING

DECISION #: 64293

Notary Public

**ORIGINAL**

## Navopache Electric Cooperative, Inc.

Lakeside, Arizona

ADDRESS \_\_\_\_\_

SUBDIVISION AGREEMENT  
(NON REFUNDABLE)

CONTRACT NO. \_\_\_\_\_

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Navopache Electric Cooperative, Inc., hereinafter called "Seller", and \_\_\_\_\_ hereinafter called "Consumer".

## WITNESSETH:

THAT WHEREAS, Consumer is fee owner of \_\_\_\_\_, a subdivision in the County of \_\_\_\_\_, State of \_\_\_\_\_, described as follows:

needing electric power lines, primary and secondary **service**, and whereas Seller has such energy and facilities. Such facilities are described as follows:

APPROVED FOR FILING
DECISION #: 64293

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

1. Consumer shall grant to Seller all **necessary** utility easements, free of encumbrances, within the aforementioned subdivision to enable electrical distribution system construction, maintenance and operation. Said easements shall, upon notification by Seller to Consumer, be and remain free of any and all **obstructions**, man made or natural, which are or could be within \_\_\_\_\_ feet of the Seller's lines and equipment. If Consumer fails to remove subject obstructions upon notice, Seller may do so and bill all charges to Consumer.

2. All personal and real **property** appurtenances necessarily used in construction, maintenance and operation of said distribution system shall remain and be the property of Seller.

3. Consumer shall pay in advance \$\_\_\_\_\_, as a contribution in aid of construction, based on Engineer's Estimate of total construction costs.

4. The contribution in aid of construction shall be and is non-refundable. If gross power sales do not amount to or exceed twelve (12) percent of said advance during any one year during the term of this agreement, **Consumer** agrees to pay to Seller the difference between gross power sales and twelve percent (12%). The anniversary date for computation of gross power sales is December 31, and the base of twelve percent (12%) shall be prorated from date of first power **service** to date of first anniversary. Fuel adjustment costs are not considered a **part** of the revenue used to calculate minimum.

5. Total **construction** costs are defined as all construction costs incurred by Seller in the subdivision during the term of this agreement, less transformers and services.

6. This agreement shall be and remain in effect for a period of five (5) years from date first above written.

## 7. Continuity of Service

The Seller will strive to furnish adequate, efficient and reasonable service. Interruption of **service** should be reported promptly by the Consumer to the Seller. The Seller will endeavor to restore service within a **reasonable** time.

ORIGINAL

The Seller will use reasonable diligence to furnish a regular and uninterrupted supply of energy; however, interruptions or partial interruptions may occur or service may be curtailed or fail as a result of circumstances beyond the control of the Seller, public enemies, accidents, strikes, legal processes, governmental restrictions, fuel shortages, breakdown or damages to generation, transmission or distribution facilities of the Seller, repairs or changes in the Seller's generation, transmission or distribution facilities. Consumers whose service requirements exceed those normally provided should advise the Seller and contract for additional facilities as may be required. The Seller will not, under any circumstances, contract to provide 100 percent reliability.

8. Should Navopache Electric Cooperative find it necessary to retain legal services to enforce its rights under this contract at law or equity, Consumer agrees to pay all legal fees and costs incurred by Navopache Electric Cooperative.

9. This agreement shall inure and be binding upon the heirs, administrators, executors, assigns or successors in interest of Seller and Consumer.

10. This agreement is subject to all legally imposed city, county, State and Federal laws and changes in laws, tariffs, taxes, orders or directives, and the same, as applicable, are made a part hereof.

11. The estimated starting date of the construction is \_\_\_\_\_ and the estimated date of completion is \_\_\_\_\_

12. A sketch of the proposed construction is attached hereto as Exhibit "A".

IN WITNESS WHEREOF, the parties hereto have set their hand and seals in person and/or through their legally appointed representatives, the day and year first above written.

NAVOPACHE ELECTRIC COOPERATIVE, INC.

OWNER

By

PRESIDENT

A-i-i-EST:

By

TITLE

SECRETARY

STATE OF \_\_\_\_\_ )

) ss.

COUNN OF \_\_\_\_\_ )

This instrument was acknowledged before me, the undersigned Notary Public this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public

STATE OF \_\_\_\_\_ )

) ss.

COUNN OF \_\_\_\_\_ )

Before me, the undersigned Notary Public, personally appeared \_\_\_\_\_ who acknowledged himself to be the President of Navopache Electric Cooperative, Inc., a corporation, and that he as such officer being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the said corporation by himself as such officer this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_

Notary Public

APPROVED FOR FILING

DECISION #: 64293



NOTICE AND WARNING OF DANGEROUS CONDITION  
Corrective Action and Termination of Service Upon Non-Compliance

ORIGINAL

Date:

Name:

Account #

Address:

Location #

INVESTIGATION #

Meter #

A dangerous condition exists or may arise which may threaten property damage, bodily injury or death to you or others due to the presence of electric facilities at or near your location, job site, home, business or property. Navopache Electric Cooperative cannot be responsible for the injury which may result from continued activity or presence of persons or property in proximity to its electrical facilities. Navopache warns that the danger exists because of the following condition:

Unless you immediately take the following action, the possibility exists that you or your property and others may be damaged:

Unless these actions are undertaken immediately, Navopache Electric Cooperative, without further notice, may terminate electrical service to your home, business or property until the condition is corrected or may take legal action to compel you to take necessary steps to protect the safety of yourself and others.

By signing on the line below I acknowledge that I have received this notice and warning of a dangerous condition and have been notified of the steps which should be taken to avoid damage or injury to me from this condition, that upon failure to correct or otherwise act service may be terminated.



Please initial block acknowledging receipt of  
Consumer Copy and Document being in Triplicate.

\_\_\_\_\_  
Signature of Consumer\_\_\_\_\_  
Date\_\_\_\_\_  
Signature of Witness

(Please return the signed Yellow and Pink copies to Navopache Electric Cooperative, Atten: Safety Division)

\_\_\_\_\_  
For Navopache Electric Cooperative, Inc.

The above signed employee (delivered)(certified mailed) this notice to \_\_\_\_\_

on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_

at \_\_\_\_\_ o'clock \_\_\_\_\_ M.

Copy Distribution: White - Consumer Copy  
Yellow- Safety and Security Department Copy  
Pink- Office Copy

APPROVED FOR FILING

DECISION #: 64293

(Please return the signed Yellow and Pink Copies to Navopache Electric Cooperative, Inc., Atten: Safety Division)

NAVOPACHE ELECTRIC COOP., INC  
PO Box 308  
Lakeside, Arizona 85929

**ADVERTISEMENT  
OF  
CONDITION  
ON PROPERTY**

For County Recorder's Use	Case Number:
	County:
	REC File Date:
	Branch Area:
	R&C Mail Number:
	Account Number:
	Other:

**ORIGINAL**

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, NAVOPACHE ELECTRIC COOPERATIVE, INC. a non profit Cooperative Corporation( hereinafter called NEC)whose principal place of business is Lakeside, Arizona, hereby gives notice that the following condition may, exist upon the property listed below.

Property, County of \_\_\_\_\_ Near City \_\_\_\_\_ State of \_\_\_\_\_  
Location OF \_\_\_\_\_ or Town \_\_\_\_\_  
and more particularly described as:

Party(s) The above described property is believed to be owned by the following person(s):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City or Town: \_\_\_\_\_

State : \_\_\_\_\_ zip : \_\_\_\_\_

Notice NEC warns and advises that: (condition)

Action which must be taken: (Correction)

NEC hereby makes notice that A \_\_\_\_\_ has  
been \_\_\_\_\_ (method/delivery) to \_\_\_\_\_ (person's name)

in an attempt to notify owner(s) of the above condition(s) and that NEC will not be held responsible nor liable for any bodily harm or property damage resulting from the condition. Upon failure to take the suggested measures mted above, NEC may not restore service, if account is disconnected for any reason, or if property ownership should change.

A record of the above action may be found at NEC Headquarters Office, Lakeside, Arizona, in files maintained by the \_\_\_\_\_ (department).

further notice, directive, or information

For NEC \_\_\_\_\_  
Signature \_\_\_\_\_  
Title \_\_\_\_\_

STATE OF \_\_\_\_\_ } ss \_\_\_\_\_, personally  
COUNTY OF \_\_\_\_\_ appeared before me, a Notary Public, in and for the  
County of \_\_\_\_\_, State of \_\_\_\_\_, and

acknowledged the above Advertisement Of Condition on this \_\_\_\_\_ day of \_\_\_\_\_

20\_ \_

My Commission expires \_\_\_\_\_ Notary Pulic

**APPROVED FOR FILING**  
**DECISION #: 64293**

ORIGINAL

Acknowledgement  
By

File # \_\_\_\_\_

Name: \_\_\_\_\_

Account # \_\_\_\_\_

Address: \_\_\_\_\_

City/Town: \_\_\_\_\_

State: \_\_\_\_\_

NOTICE

WARNING OF DANGEROUS  
CONDITION  
ON PRIVATE PROPERTY

YOU ARE HEREBY WARNED THAT A CONDITION MAY EXIST UPON YOUR PROPERTY WHICH MAY THREATEN INJURY OR BODILY HARM OF A SERIOUS NATURE.

Navopache Electric Cooperative, Inc. WARNS and advises you that a DANGER MAY EXIST because of the following condition(s):

The condition(s) MAY BE CORRECTED if you will take the following action:

YOUR FAILURE to authorize and promptly undertake corrections of the above conditions on and to your property and notify within five (5) days the Cooperative of the actions you have taken may result in YOUR BEING LIABLE to any person, guest, customer, invitee, child or trespasser who may sustain any type of bodily harm or property damage on your premises proximately caused by the condition.

NAVOPACHE ELECTRIC COOPERATIVE, INC., hereby NOTIFIES you that IT WILL NOT BE HELD RESPONSIBLE NOR LIABLE for any bodily harm or property damage suffered by you, your guest, customers, invitees, children, or trespassers, relatives or persons in privity or not in privity with YOU proximately caused by the condition of your property. This includes disavowal of and non-liability for any property damage to your home or structure, your real or personal property, and also real or personal property adjacent to you which may be proximately damaged by virtue of the condition. The foregoing specifically and especially applies to damages claimed or suffered by the United States of America to its national forests or parks.

In the event any action is brought by any third parties to recover damages as against Navopache Electric Cooperative, Inc., this is notice to you that you will be made party to such action and will be liable to the plaintiff and to Navopache Electric Cooperative, Inc., to the extent permitted by law.

In the event property or electric equipment of Navopache Electric Cooperative, Inc., suffers damage proximately caused by a condition on your premises or within your control, you are notified that the Cooperative will require that it be paid for any losses suffered, including but not limited to, the cost of replacement or repairing its property and its attorney's fees and other costs.

Notice mailed/delivered to \_\_\_\_\_ on the \_\_\_\_\_ day  
of \_\_\_\_\_ 20 \_\_\_\_\_ at \_\_\_\_\_ (insert address)  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M. by the undersigned employee.

\_\_\_\_\_  
for Navopache Electric Cooperative, Inc.

RECEIPT of the foregoing is hereby ACKNOWLEDGED. NOTICE of the condition on the premises of a nature possibly dangerous to person and property and the possible danger of bodily harm is ACKNOWLEDGED together with notification of the corrective steps to be taken to avoid the consequences thereof to the undersigned, his family, invitees, guests, children, trespassers and all others, including possible damage that may be sustained by property adjacent to the premises at which electric service is delivered.

It is agreed that upon failure to take the suggested corrective measures noted above, or other action, the undersigned and others covenant and agree to indemnify, defend, and hold Navopache Electric Cooperative, Inc., harmless from any damage by those claiming personal or property damage proximately caused by the condition of the private property, including company attorney's fees and costs.

\_\_\_\_\_  
Husband

\_\_\_\_\_  
Wife

\_\_\_\_\_  
Date

Copy Distribution: White - Consumer Copy  
Yellow - Safety and Security Department Copy  
Pink - Office Copy

(Please return the signed Yellow and Pink Copies to Navopache Electric Cooperative, Inc., Attn: Safety Division)

APPROVED FOR FILING

DECISION #: 64293

WEATHERIZATION PROGRAM

ORIGINAL

DATE \_\_\_\_\_

NAVOPACHE ELECTRIC COOPERATIVE, INC.

LAKESIDE, ARIZONA

Loan No. \_\_\_\_\_

Account No. \_\_\_\_\_

## PROMISSORY NOTE

FOR VALUE RECEIVED, I/We, jointly and severally, promise to pay to order of NAVOPACHE ELECTRIC COOPERATIVE, INC., the principal sum of \_\_\_\_\_

\_\_\_\_\_, at the rate of \_\_\_\_\_ percent per annum.

I/We agree that installments due on this Note may be included on my/our electric bill from Navopache Electric Cooperative, or other billing methods may be utilized.

Principal and interest will be paid in \_\_\_\_\_ installments as follows: \$\_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and \$\_\_\_\_\_ on the \_\_\_\_\_ day of each succeeding month thereafter until Note is paid. Each payment shall be applied first to the payments of accrued interest and the remainder shall then be applied toward the reduction of the unpaid principal.

Default. Failure of debtor to pay when due or perform any covenant or agreement in connection with this loan shall constitute default. Upon any such default, the Cooperative, at its option, may declare all or any part of the indebtedness due and payable, bearing interest at \_\_\_\_\_ percent until paid. Said amount shall be added to my/our electric bill.

In the event suit or other action is required in the Cooperative's sole discretion and opinion to be instituted to collect this Note, or any part thereof, I/we jointly or severally, agree to pay such costs collection fees or attorney's fees as may be deemed necessary and reasonable.

This Note is subject to the right of National Rural Utilities Cooperative Finance Corporation ("CFC") to require that the Payee assign this Note to CFC, and this Note may not be transferred, assigned, negotiated or pledged by the Payee without the prior written consent of CFC,

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

This Note secured by a \_\_\_\_\_

Witness: \_\_\_\_\_

APPROVED FOR FILING

DECISION #: 64293

NAVOF, THE ELECTRIC COOPERATIVE, INC.  
WEATHERIZATION LOAN PROGRAM

ORIGINAL

Loan Date: \_\_\_\_\_ Loan Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

Borrower(s): \_\_\_\_\_ Spouse: \_\_\_\_\_  
First Name, Middle Init. Last Name First name, Middle Init., Last Name

Mailing Address: \_\_\_\_\_

Location of Property being improved: \_\_\_\_\_

Lender: Navopache Electric Cooperative, Inc., P.O. Box 308. Lakeside, Az. 85929  
Hereafter called the "Cooperative."

DISCLOSURE STATEMENT

Loan Disbursements: \_\_\_\_\_ \$ \_\_\_\_\_ (1)  
\_\_\_\_\_ \$ \_\_\_\_\_ (2)

Total Loan Disbursements: \_\_\_\_\_ \$ \_\_\_\_\_ (3)  
Loan Fees: Credit Report: \$ \_\_\_\_\_ Recording & Lien Fees \$ \_\_\_\_\_ Total Fees \$ \_\_\_\_\_ (4)

Total Amount Financed: (3) + (4) \_\_\_\_\_ \$ \_\_\_\_\_ (5)  
Annual Percentage Rate (APR) \_\_\_\_\_ % \_\_\_\_\_ (6)  
Estimated Finance Charge: \_\_\_\_\_ \$ \_\_\_\_\_ (7)  
Estimated Total of Payments: (5) + (7) \_\_\_\_\_ \$ \_\_\_\_\_ (8)

Payment Schedule: \_\_\_\_\_ Monthly Payments as follows:  
\_\_\_\_\_ X \$ \_\_\_\_\_ Due \_\_\_\_\_  
\_\_\_\_\_ X \$ \_\_\_\_\_ Due 1<sup>st</sup> day of each succeeding month until note is paid  
Final installment Due On \_\_\_\_\_

The Cooperative will lend the principal amount (which is the "Amount Financed" listed above) TO the borrower. The borrower will be obligated to pay principal amount plus interest, as stated above in monthly installments, as shown above, until principal and interest are fully repaid. The finance charge will begin to accrue on the date of the note. On default, the entire balance may become due and payable with or without notice. Prepayments may be made without penalty. Unearned Finance Charges will not be collected and any overpayment of principal will be refunded after the note is fully paid. If there is an amount listed above as a "recording and lien fee", then this loan is secured by a Deed of Trust on the above listed property.

I acknowledge receipt of the Disclosures contained herein. that all blanks were filled in prior to my executing this Disclosure Statement, and these Disclosures were made prior to my entering into a contractual arrangement with the Cooperative. I understand that some of the disclosures contained herein are necessarily estimates,

Husband's Signature

Date

Wife's Signature

Date

Witness: \_\_\_\_\_

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## ORIGINAL

## CREDIT CODE INFORMATION

The Cooperative maintains a credit history on each service. The credit code is determined from the consumer's credit history with NEC over a minimum of one year.

A newly connected service is coded as such until the rating is determined by how the new consumer pays the NEC utility bills.

A service which has been established for over one year is determined by the number of points in the credit history. The points are obtained as follows:

POINT VALUE	DESCRIPTION
0	Paid before next billing
1	One Month Late Payment
2	Two Months Late Payment
3	Three Months Late Payment
4	Payment arrangements — not kept
5	Notification in field, field collection or disconnect
6	Returned Check, i.e. Insufficient Funds

By using these point values and keeping a 12 month history on each service, the Credit Code is determined. If the total points equal a critical amount, their credit rating would drop and the service would be worked for delinquency before a customer who had a good credit rating. Point values could change if determined necessary by Cooperative.

The Credit Codes in effect at present are:

- 01 Person on any form of Life Support
- 02 Sure Pay (automatic draft from bank account)
- 03 Service connected less than one year (Renter)
- 04 Unsatisfactory point value and service more than one year
- 05 Satisfactory point value and service more than one year
- 06 Government Accounts (e.g., City, County, State, Schools, Hospitals)
- 07 People on fixed income (e.g., Social Security, Disability)
- 08 Budget Billing (Paying a designated amount on bill each month)
- 09 Service connected less than one year (Owner)

The Cooperative may assign new credit codes in specific instances where necessary.

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## AUTHORIZATION TO CONNECT SERVICE(S)

I/We \_\_\_\_\_ hereby authorize Navopache Electric Cooperative, inc., to put the following service(s) into our name. We understand that we are accepting full responsibility for all bills incurred.

This agreement will remain in force until Navopache Electric is notified to the contrary.

Account	Route/Sequence	Service Address	Meter
• .			

\_\_\_\_\_  
signature

\_\_\_\_\_  
spouse's signature

Subscribed and sworn to, before me, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF ARIZONA

\_\_\_\_\_  
NOTARY PUBLIC

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EXHIBIT "T"

HOLD HARMLESS  
AGREEMENT



NEC Case Number
Branch Location
Account Number
Receipt Number
Date Of Agreement
Job Order (WO) Number

ORIGINAL

DATE: This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

PARTIES: By and between Navopache Electric Cooperative, a non profit Arizona Corporation, whose principal place of business is Lakeside, Navajo County, Arizona, hereinafter called "NEC", and \_\_\_\_\_, hereinafter called "CONTRACTOR"..

PLACE: Lakeside, Arizona.

RECITALS:

1. NEC holds a Certificate of Convenience and Necessity to provide electric service to parts of Apache, Greenlee, Navajo County and elsewhere in Arizona, in Catron County in New Mexico and is franchised to use the public rights-of-way for such purposes.

2. NEC lawfully operates and maintains its facilities and powerlines within rights-of-way located in its certificated area.

3. Contractor is an independent contractor in the business of \_\_\_\_\_ and desires to transport equipment and/or material belonging to contractor or another, but not NEC, from \_\_\_\_\_ to \_\_\_\_\_

The proposed route is as follows: (Seemapattachedas Exhibit A)

4. Said equipment and/or material is intended to be transported over public roadways and/or private easements.

5. NEC's facilities and powerlines are so located and situated that Contractor believes said facilities and powerlines will be required to be temporarily moved and/or lifted.

6. NEC desires to cooperate with Contractor in order to facilitate the transport of said equipment and/or materials by Contractor, but both parties recognized that in so doing NEC will incur certain reimbursible expenses.

TERMS: In consideration of mutual promises, each of the other:

1. NEC agrees that, upon written request from Contractor in a form and manner approved by NEC, it will temporarily move or lift the powerlines along the specified route pro-posed herein for transporting said equipment and/or materials.

2. Contractor agrees to notify NEC in writing on a NEC form five (5) days in advance of the date and time that Contractor proposes to transport said equipment and/or material.

3. Contractor agrees to pay in advance within two (2) days of notification to NEC all estimated labor and all other direct and indirect costs estimated to be incurred by NEC in assisting Contractor by moving and/or lifting its facilities or powerlines to enable Contractor to transport the described equipment/materials. NEC estimates the cost to be \$ \_\_\_\_\_ (Collars). Subsequent to the completion of the job Contractor agrees to immediately pay any balance upon being billed by MC.

4. Contractor agrees to and shall obtain any and all permits and/or licenses required for transporting the equipment and/or material prior to the date of transportation, including but not limited to wide load permits, private easement permits, etc. and will furnish copies thereof to NEC upon request, and further Contractor agrees to and shall comply with all Federal, Indian, State and local laws and regulations, including applicable OSHA regulations regarding said transport, and further Contractor agrees to provide for Contractor's use of the job adequate number of supervisory and other personnel upon passing under or around NEC lines and/or equipment.

5. Contractor agrees to indemnify and hold harmless NEC from loss, or risk of loss, and to appear on behalf of and to pay the cost thereof and to defend NEC and to pay the costs thereof from and against all claims, damages, and expenses, including but not limited to costs of suit, attorneys fees and costs directly or indirectly arising out of or resulting from the acts of Contractor, save and except for injury and damages directly caused by the negligence of NEC or its employees.

6. This agreement is not an agency nor a joint venture, nor a partnership of any kind or nature, and Contractor is not the direct or indirect employee or agent of NEC, and Contractor has no express or implied authority to act upon the behalf of or at the instance of NEC.

7. The provisions herein for review by NEC of the plans, acts and activities of

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Parties: \_\_\_\_\_ an \_\_\_\_\_

Date of agreement entered  
into \_\_\_\_\_ 20\_\_\_\_

ORIGINAL

TERMINATION #7 Continued

Contractor do not constitute approval thereof, and are for solely informational purposes and to allow NEC to manage its own property and personnel.

"Should Navopache Electric Cooperative find it necessary to retain legal services to enforce its rights under this contract at law or equity. Consumer agrees to pay all legal fees and costs incurred by Navopache Electric Cooperative."

NAVOPACHE ELECTRIC COOPERATIVE, INC.

By \_\_\_\_\_  
Its \_\_\_\_\_

CONTRACTOR

By \_\_\_\_\_  
Its \_\_\_\_\_

List Any Attachments or Exhibits which are to be placed with this agreement on date of signatures.

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